

## TERMS AND CONDITIONS

The person or entity identified above (the "Undersigned") acknowledges and agrees that Undersigned is making the deposit set forth above (the "Deposit") in exchange for receiving certain priority status in respect of the potential opportunity to subscribe for a partial plan season ticket membership license for the number of Philadelphia 76ers (the "76ers") home games during the 2022-2023 NBA season as set forth above (a "Partial Plan Membership"), subject to availability and the terms below.

The Undersigned acknowledges and agrees that (i) the Deposit must be applied towards a Partial Plan Membership on or before December 1, 2022 (the "Conversion Date"), (ii) the Partial Plan Membership shall be subject to availability and to additional terms and conditions to be presented at the time of subscription for the Partial Plan Membership (including any terms and conditions provided by Spectrum Arena Limited partnership as operator of the Wells Fargo Center, certain health and safety requirements and policies put in place by the 76ers, NBA, and Wells Fargo Center related to COVID-19, an acknowledgement of risk associated with COVID-19, and a waiver of liability resulting from exposure to COVID-19), (iii) neither the 76ers nor any of its affiliates has made any warranty, representation, covenant or guarantee that the Undersigned will receive, or even receive the opportunity to subscribe for, any tickets at all in connection with the Deposit or the Partial Plan Membership, (iv) the Deposit is non-refundable, such that if the Undersigned does not (x) apply the Deposit towards a Partial Plan Membership on or before the Conversion Date described above (i.e., December 1, 2022), or (y) complete full payment for the Partial Plan Membership as provided in the Partial Plan Membership terms and conditions, the 76ers shall have the right to retain the Deposit as a credit that the Undersigned may use towards the purchase of group tickets, a season ticket membership plan (subject to availability), or a suite rental to 76ers home games during the 2022-2023 NBA season and purchased through the 76ers (or the 2023-2024 NBA season, in the event that, due to capacity restrictions at Wells Fargo Center related to the COVID-19 pandemic ("COVID-19 Capacity Restrictions"), the Undersigned is not able to use such credit towards any purchases during the 2022-2023 NBA Season); and (v) the Undersigned may not be able to apply the Deposit towards a Partial Plan Membership on or before the Conversion Date due to COVID 19 Capacity Restrictions, and, in the event the Undersigned is not able to apply the deposit towards a Partial Plan Membership on or before the Conversion Date solely due to COVID-19 Capacity Restrictions, the Conversion Date shall be extended to December 1, 2023, and the deposit must be applied towards a Partial Plan Membership on or before such date. The Partial Plan Membership shall be subject to the additional terms and conditions set forth below and/or otherwise referenced herein or at [www.nba.com/sixers/mysixerstickets](http://www.nba.com/sixers/mysixerstickets).

The Undersigned confirms that he/she has full power and authority to make the commitment and payment referenced above. The rights and obligations of the Undersigned hereunder are not assignable or transferable by Undersigned without the prior written consent of the 76ers. The 76ers obligations hereunder are subject and subordinate to all NBA rules and regulations and all applicable laws, rules, and regulations.

The terms of the Deposit shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely in Pennsylvania and without regard to the conflicts of laws principles thereof. The Undersigned hereby consents to the exclusive jurisdiction of the state and federal court in Philadelphia County, Pennsylvania, and agrees that venue in Philadelphia County, Pennsylvania is proper for the resolution of any disputes arising hereunder.

Undersigned and the 76ers agree that all disputes, controversies, or claims arising out of or related to this deposit invoice (referred to as a "Claim") will be resolved as follows:

(A) INFORMAL RESOLUTION: Undersigned and the 76ers will first attempt to resolve any Claim informally after notice has been provided to the other party in writing.

(B) FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER: UNDERSIGNED SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS THE UNDERSIGNED'S RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. Undersigned and the 76ers agree that any dispute, controversy, or other Claim arising out of or relating to this Deposit invoice and/or these terms and conditions, or the determination of the scope or applicability of Arbitration, shall be governed solely by the Federal Arbitration Act.

If the Undersigned and the 76ers cannot resolve a Claim informally within 30 days of written notice by one party to the other of such Claim, any Claim asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both the Undersigned and the 76ers understand and agree that all disputes shall be decided by an arbitrator and that each party is waiving its rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both the Undersigned and the 76ers each agree to settle disputes only by Arbitration. **ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.** The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in this Deposit invoice as a court would. The 76ers and the Undersigned understand that, absent this mandatory arbitration provision, the 76ers and the Undersigned would have the right to sue in court and have a jury trial. The 76ers and the Undersigned further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

The Arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these terms and conditions, and administered by the AAA. If the Undersigned and 76ers cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Claim at issue. If there is a conflict between the AAA Rules and the rules set forth in these terms and conditions, the rules set forth in these terms and conditions will govern. The AAA Rules and fee information are available at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879.

Each of the Undersigned and the 76ers may, in Arbitration, seek any and all remedies otherwise available to such party pursuant to the law of the governing state. If the Undersigned decides to initiate Arbitration, the 76ers shall bear the cost of any Arbitration filing fees and Arbitration fees for claims seeking less than \$10,000, unless the arbitrator finds the Arbitration Claim to be frivolous. The Undersigned is responsible for all other additional costs that the Undersigned may incur in connection with the Arbitration including, but not limited to attorneys' fees and expert witness costs unless the 76ers are otherwise specifically required to pay such fees under applicable law. For claims seeking more than \$10,000, the AAA Rules will govern payment of filing fees and Arbitration fees. The decision of the arbitrator will be in writing. The 76ers and the Undersigned agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the Arbitration. The arbitrator must follow these terms and conditions and can award the same damages

and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, the 76ers and the Undersigned agree not to seek any attorney's fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose.

If the Undersigned's claim is solely for monetary relief of \$10,000 or less and does not include a request for any type of equitable remedy, the Undersigned may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

The Arbitration will be held at a location in Philadelphia County, Pennsylvania, unless the Undersigned and the 76ers both agree to another location or telephonic Arbitration. To initiate Arbitration, the Undersigned or the 76ers must do the following things: (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered and a copy of this agreement to arbitrate. A copy of a Demand for Arbitration can be found at [www.adr.org](http://www.adr.org). (2) Submit a Demand for Arbitration, plus the appropriate filing fee to the AAA by mail, facsimile, email, or on-line. To file by email, send the filing documents and a check or a completed charge card authorization form for the filing fee to [CaseFiling@adr.org](mailto:CaseFiling@adr.org). Charge card authorization forms are available at [www.adr.org/Services/Forms](http://www.adr.org/Services/Forms). To file on-line via AAA WebFile, visit [www.adr.org](http://www.adr.org) and click on File & Manage a Case and follow directions to register. (3) Send one copy of the Demand for Arbitration to the other party. For more information on how to file by mail, fax, or email, please visit [www.adr.org](http://www.adr.org).

Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any Federal or State court that has jurisdiction. (ii) Neither the Undersigned nor the 76ers shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. THIS MEANS THAT THE UNDERSIGNED WAIVES HIS OR HER RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER. Accordingly, the Undersigned and the 76ers agree that the AAA Rules for Class Arbitrations do not apply to any Arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable.

Notwithstanding the obligation to arbitrate all Claims under these terms and conditions, the Undersigned may choose to pursue his or her individual claim in small claims court where jurisdiction and venue over the 76ers and the Undersigned otherwise qualifies for such small claims court and where the Undersigned's claim does not include a request for any type of equitable relief.

**CLASS ACTION WAIVER. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

Without limiting the above, the Undersigned and 76ers agree that any Claims will be resolved on an individual basis, and that any Claim will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. The Undersigned and the 76ers further agree that neither will participate as a plaintiff in any consolidated, class or representative proceeding (existing or future) brought in connection with this Deposit invoice and these terms and conditions (as applicable). If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable or that arbitration can proceed on a class basis, then the Claim will not be subject to arbitration and must be litigated in federal court in Philadelphia County, Pennsylvania. The terms of this section will also apply to any valid Claims asserted by the Undersigned against any parent, subsidiary, or other affiliate of the 76ers to the extent such Claims arise out of this Deposit invoice and/or these terms and conditions (as applicable).

**CONSUMER PROTECTION NOTICE:** Limitations and exclusions included herein are intended to be only as broad and inclusive as is permitted by the laws of New Jersey.

If the Deposit is to be paid by credit card, the Undersigned agrees to "Automatic Payment Authorization" (APA) thereby authorizing the 76ers to charge the credit card listed to pay the amount listed above. Only one (1) credit card per APA permitted. The card must have a valid expiration date for the duration of the APA process. A service charge of \$50.00 will be assessed on all declined transactions. If the credit card declines for any reason, the Undersigned agrees that he/she will be responsible for paying any remaining balance as well as any declined transaction.