2026-2027 NBA – Supplemental Ticket Back Language

1. **PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE SPECIFIED GAME OR EVENT FOR WHICH IT IS ISSUED.**

2. This ticket is a revocable license, and the purchaser and/or bearer of tickets to the Event (as defined below), and any individual seeking entry to the Event through the use of a ticket, including minors and all other attendees accompanying any ticket bearer (on whose behalf the purchaser and/or bearer represents they are authorized to act for purposes of agreeing to these terms) (each of the foregoing hereinafter a "Holder"), agrees that this ticket license is subject to these terms and conditions, as well as any additional terms and conditions established by Philadelphia 76ers, L.P. and/or its affiliates (the "Team"), the National Basketball Association and/or its affiliates (the "NBA"), and any operator of the arena or related arena grounds (including, without limitation, parking areas and entry gates) (the "Arena") at which the event or any surrounding activities (in whole or in part) for which this ticket is issued (the "Event") is held (collectively, all such additional terms, "Supplemental Terms"). **SUPPLEMENTAL TERMS INCLUDE ANY HEALTH AND SAFETY REQUIREMENTS AND OTHER TERMS SET FORTH AT THE FOLLOWING URL**: https://www.nba.com/sixers/tickets/termsandconditions. By purchase, acceptance and/or use of this ticket and/or entering (or seeking entry into) the Arena, the Holder is deemed to have read all terms (including all Supplemental Terms) and agreed to be bound by them. The Holder also acknowledges that these terms or the Supplemental Terms may be updated at any time, and by purchase, acceptance and/or use of this ticket, the Holder additionally agrees to all such updated terms. The Holder must also comply with all federal, local, and state laws, rules and regulations.

3. **ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES EXCEPT AS PROVIDED HEREIN OR AS REQUIRED BY APPLICABLE LAW. THE SOLE AND EXCLUSIVE REMEDY (IF ANY) IF ADMISSION IS REFUSED OR REVOKED WITHOUT CAUSE, OR THE EVENT IS CANCELLED AND NOT RESCHEDULED, IS (I) A REFUND OF UP TO THE TICKET'S FACE VALUE (AS MAY BE DETERMINED BY THE TEAM IN ITS SOLE AND ABSOLUTE DISCRETION, IT BEING ACKNOWLEDGED BY HOLDER THAT THE FACE VALUE OF TICKETS**

FREQUENTLY DIFFERS FROM GAME TO GAME (THE "FACE VALUE") OR (II) AN ACCOUNT CREDIT (AS MAY BE APPLICABLE); PROVIDED, THAT EITHER (I) OR (II) IS SUBJECT TO TEAM'S DISCRETION (AS MAY BE APPLICABLE) IN EACH INSTANCE, UNLESS OTHERWISE REQUIRED BY LAW. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED, IN NO EVENT SHALL THE TEAM, NBA, OR ARENA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE (AS DEFINED ABOVE) OF THE TICKET, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THIS TICKET.

The Event date and time (and gate opening) are subject to change at the Team's sole discretion, and no such change shall entitle the Holder to a refund or other remedy if the Holder cannot attend or for any other reason. The Holder may be relocated in the Team's sole discretion, **and no such relocation shall entitle the Holder to a refund or other remedy if the Holder is relocated to a seat or location of comparable Face Value**.

4. This ticket and the Holder's admission to the Arena are subject to all safety and health requirements and policies relating to any communicable and/or infectious disease, virus, bacteria or illness, including COVID-19 and any strains, variants or mutations thereof (collectively, "Communicable Disease"), put in place by the Team, NBA, and Arena, including any such policies and requirements described in the Supplemental Terms. Such policies and requirements as they may be updated from time to time (in the sole determination of the Team, NBA and/or Arena) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Team or Arena personnel or signage in or around the Arena, are collectively referred to below as the "Safety Requirements". The Holder acknowledges and agrees to comply with the Safety Requirements and acknowledges and agrees that attendance at the Event is conditioned on such compliance.

5. The Holder agrees, on behalf of the Holder and Holder's Related Persons (defined below), that the Holder and each such other individual will not attend the Event if any such individual has been directed by a healthcare provider or public health authority to quarantine, isolate, or otherwise refrain from interacting with members of the public due to a diagnosis of or exposure to COVID-19 or any illness or other medical condition.

6. To ensure that all Event patrons agree to, and comply with, all Safety Requirements and all other NBA, Team and Arena rules, this ticket may not be resold or offered for resale on any platform other than a platform expressly authorized by the Team or the NBA. Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Safety Requirement may be voided by the Team and this ticket cancelled.

7. The Holder agrees not to create, transmit, distribute, misappropriate or sell (or aid in creating, transmitting, distributing, misappropriating or selling), in any media now or hereafter existing, any description, account (whether text, data or visual, and including (without limitation) play-by-play data), picture, photograph, image, video, audio, livestream or other form of exploitation or reproduction of the Event (collectively, "Event Works"). Notwithstanding the foregoing, the Holder agrees that by using this ticket to enter the Event, the Holder shall grant to the Team and NBA an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Event Works. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Team and NBA. The Team and NBA shall not be responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor them.

8. Breach of any of these terms, failure to comply with any Safety Requirements or NBA, Team and/or Arena rules, or the refunding to the Holder of the Face Value, shall automatically terminate any rights that the Holder may have hereunder; shall render illegal and unauthorized the Holder's use of the ticket for any purpose; and shall authorize the Team and/or the NBA to withdraw the ticket, refuse admission to the Arena, or eject the Holder from the Arena, without refund or credit in each case, and subject the Holder to all legal remedies available to the NBA, Team and/or Arena.

9. THE HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO A COMMUNICABLE DISEASE (INCLUDING COVID-19) EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO A COMMUNICABLE DISEASE. A COMMUNICABLE DISEASE CAN BE EXTREMELY CONTAGIOUS AND CAN LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS MAY BE ADVERSELY AFFECTED, CERTAIN CATEGORIES OF PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH

AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. THE HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO ANY COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), LOST, STOLEN, DAMAGED OR CONFISCATED PROPERTY, AND ALL OTHER HAZARDS ARISING FROM, OR RELATED IN ANY WAY TO, THE EVENT (INCLUDING COMPLYING WITH THE SAFETY REQUIREMENTS), WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT, HOWEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE.

10. On behalf of the Holder and the Holder's Related Persons (defined below), the Holder further hereby releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that the Holder or any of the Holder's Related Persons may have (or hereafter accrue) against any of the Released Parties and that relate in any way to (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Arena or the Event (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to the Event; or (iii) any interaction between the Holder and the Holder's Related Persons, on the one hand, and any personnel of any of the Released Parties present at the Event, on the other hand, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

    As used herein:

    - "Related Persons" means the Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with the Holder or for whom Holder has obtained an Event ticket (which persons the Holder represents have authorized the Holder to act on their behalf for purposes of these terms), and other persons acting or purporting to act on the Holder's or their behalf.

    - "Released Parties" means: (i) Ticketmaster, L.L.C.; (ii) the National Basketball Association and its member teams (including the Team), and each of their respective direct and indirect owners, affiliates, players and coaches, administrators, designees, licensees, and other personnel; (iii) the direct and indirect owners, lessees and sublessees of the Arena; (iv) all third parties performing services at the Arena; (v) any parents, subsidiaries, affiliated and related companies of each of the entities described in clauses (i)-(iv); and (vi) the officers, directors, owners, members, managers, partners, employers, employees,

agents, contractors and sub-contractors (and employees of such contractors and sub-contractors), insurers, representatives, other personnel, successors and/or assigns of each of the foregoing entities and persons described in clauses (i) – (v), whether past, present or future and whether in their institutional or personal capacities.

11. The Holder and the Holder's belongings may be searched upon entry into the Arena and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of the NBA, Team and/or Arena, and the Holder hereby consents to the foregoing and waives any related claims that might arise against the NBA, Team or Arena. If the Holder elects not to consent, the Holder will be denied entry into the Arena without refund or credit.

12. The Holder grants permission to the NBA and Team (and their respective sponsors, licensees, advertisers, broadcasters, designees and agents) to utilize the Holder's image, likeness, actions and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. IN ADDITION, WHERE FACIAL SCANNING OR OTHER BIOMETRIC TECHNOLOGY IS USED IN CONNECTION WITH THE EVENT, THE HOLDER ACKNOWLEDGES THAT, SUBJECT TO APPLICABLE LAW, THE NBA, TEAM, ARENA AND/OR THEIR AUTHORIZED SERVICE PROVIDERS MAY COLLECT OR PROCESS CERTAIN FACIAL OR OTHER BIOMETRIC INFORMATION, INCLUDING A SCAN OF FACE GEOMETRY, FOR IDENTITY VERIFICATION, SECURITY, ACCESS OR OTHER PURPOSES DISCLOSED TO THE HOLDER. ANY COLLECTION, USE, DISCLOSURE, RETENTION OR DELETION OF SUCH INFORMATION WILL BE SUBJECT TO APPLICABLE LAW AND THE PRIVACY POLICY OR OTHER PRIVACY NOTICE APPLICABLE TO THE PARTICULAR TECHNOLOGY OR VENUE. WHERE REQUIRED BY APPLICABLE LAW, ANY ADDITIONAL NOTICE OR CONSENT WILL BE PROVIDED OR OBTAINED IN CONNECTION WITH THE USE OF SUCH TECHNOLOGY.

13. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU HAVE THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS PARAGRAPH AS SET FORTH BELOW. THIS IS A SUMMARY OF MANDATORY TERMS. For full terms related to dispute resolution, please visit** https://www.nba.com/termsofuse, and review sections 17, 18 and 19 therein, **which terms you agree will apply, except as provided herein.**

Should any current or future dispute, claim or cause of action related to this ticket or the Event arise between the Holder and the Team, NBA, or Arena, a written notice (a "Dispute Notice") must be sent with the following information: (i) name, contact information (address, telephone number, and email address), and account information if applicable; (ii) a description of the nature and basis of the dispute; and (iii) a description of the nature and basis of the relief sought, including a calculation for it. If the Holder has a dispute, they shall send the Dispute Notice to legal@hbse.com. The Holder and the Team, NBA, and/or Arena agree to make a good-faith effort to resolve the dispute for at least 60 days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by binding arbitration. The arbitration shall be administered by National Arbitration and Mediation ("NAM") and heard by a single, neutral arbitrator. The NAM Rules shall govern the payment of all arbitration fees. Notwithstanding the foregoing, the Team will consider a request to reimburse your portion of the arbitration fees upon a showing of hardship in its sole discretion and assuming you do not qualify for a waiver from NAM. All issues are for the arbitrator to decide **except** the following items (which are for a court of competent jurisdiction to decide): (i) issues that are specifically reserved for a court; (ii) issues related to the scope and enforceability of the arbitration provisions; and (iii) whether a dispute can or must be brought in arbitration**. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, ARENA, TEAM AND NBA AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, ARENA, TEAM AND NBA WAIVE THE RIGHT TO A JURY TRIAL.** There are also additional procedures for "mass filings," as set forth in the NAM Rules. In addition, these terms and any disputes between you and the Arena, Team, and/or NBA will be governed by the laws of the State of New York without regard to its principles of conflicts of laws. To the fullest extent permitted by law, the state and federal courts of Camden, New Jersey shall have exclusive jurisdiction over any disputes between you and the Arena, Team, and/or NBA (except for disputes brought in small claims court) that are not subject to arbitration. **IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE ARENA.** You have the right to opt out of arbitration under these Terms by sending the Team a personally signed, written notice of your decision to opt out via email to legal@hbse.com within the earlier of the Event date or thirty (30) days after purchase of your ticket. Such an opt

out will not opt you out of an arbitration agreement you might otherwise have with the Arena, Team, and/or NBA.

CONSUMER PROTECTION NOTICE: For New Jersey consumers, nothing herein shall limit or exclude liability for death or personal injury resulting from the Team's negligence.

14. Without limiting the foregoing, the Holder agrees not to give or offer this ticket in a manner that would constitute a violation of the U.S. Foreign Corrupt Practices Act, any other anti-bribery law or regulation, or any conflicts of interest law, regulation, or policy.

15. Except as specifically provided herein, if any provision of these terms or the Supplemental Terms is held by a court of competent jurisdiction to be unlawful, void, invalid, or unenforceable, that provision shall be deemed severed and the remaining provisions shall remain in full force and effect.

16. In the event of a conflict between Ticketmaster's terms and these terms and conditions or the Supplemental Terms, these terms and conditions and the Supplemental Terms shall control.