PHILADELPHIA 76ERS SOCIETY 76 WAITLIST TERMS AND CONDITIONS

as of August, 31, 2026

_____
(name)

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 a position on the Philadelphia 76ers Society 76 Waitlist (the "Waitlist"), which entitles the Undersigned to priority consideration for future opportunities to subscribe for a Society 76 multi-game ticket plan license (a "Membership") for Philadelphia 76ers (the "76ers") home games as inventory becomes available, and to priority access, in advance of the general public, to such presales for Philadelphia 76ers regular season individual game tickets as the 76ers may elect to offer to Waitlist participants from time to time, in each case subject to availability and the terms below. The 76ers may change, limit, suspend or discontinue presale access at any time in their sole and absolute discretion, and presale access does not guarantee that tickets to any particular game, or in any particular quantity, price category or seat location, will be available. The 76ers may offer presale or other advance access to other groups, including without limitation sponsors, partners, suite holders and Membership holders, prior to, concurrently with or in lieu of offering presale access to Waitlist participants. The Deposit is currently $100 per seat for which the Undersigned wishes to be considered, and the Undersigned's position on the Waitlist is determined by the date and time on which the Deposit is received. The 76ers make no representation or guarantee that any Membership, ticket or other inventory will be offered or made available through the Waitlist, and the 76ers reserve the right to allocate, offer, sell or license any Membership, ticket or other inventory outside of the Waitlist, including to persons who are not Waitlist participants and in priority to Waitlist participants, in each case in the 76ers' sole and absolute discretion.

The Undersigned's position on the Waitlist is not effective, and the 76ers are not bound by these terms and conditions, unless and until the 76ers have received the Deposit in full and have accepted the Undersigned's request to join the Waitlist. The Undersigned may request at any time to increase the number of seats for which the Undersigned wishes to be considered, subject to acceptance by the 76ers in their sole and absolute discretion. If the 76ers accept such request in whole or in part, the Undersigned must place an additional Deposit, at the then-current per-seat amount, for each such additional seat so accepted, and the Undersigned's position on the Waitlist will not change as a result. The 76ers are not obligated to accept a Deposit for, or to offer, the full number of seats for which the Undersigned wishes to be considered. If the Undersigned subscribes for a Membership covering fewer seats than the number of seats for which the Undersigned has placed Deposits, the full amount of all Deposits then held by the 76ers for the Undersigned will be applied toward the first payment due on that Membership, and the Undersigned's position on the Waitlist will terminate upon such subscription. The Undersigned may hold only one (1) position on the Waitlist, which may cover no more than four (4) seats in the aggregate, and no more than two (2) positions on the Waitlist may be held by individuals residing at the same address or by entities having the same address. The Undersigned represents and warrants that all information provided to the 76ers in connection with the Deposit and the Waitlist, including the Undersigned's name, address, email address and payment information, is true, complete and accurate, and the Undersigned will promptly notify the 76ers of any change thereto. If the 76ers determine, in their sole and absolute discretion, that the Undersigned has provided false, incomplete or misleading information, or has taken any action to circumvent, manipulate or evade the limits set forth in this paragraph or any other requirement of these terms and conditions, the 76ers may, in addition to any other rights and remedies available to them, terminate any or all of the Undersigned's positions on the Waitlist, revoke any priority or presale access and cancel any Membership offered to or subscribed for by the Undersigned, in which case the 76ers shall refund the Deposit as provided below.

The Undersigned acknowledges and agrees that (i) upon the Undersigned's acceptance of an offer to subscribe for a Membership, the Deposit shall become non-refundable and shall be applied toward the first payment due on such Membership, (ii) the Membership shall be subject to availability and to additional Membership terms and conditions to be presented at the time of subscription for the Membership, which the Undersigned must execute, and pay the amount then due thereunder, at the time of seat selection during the selection window

specified by the 76ers, in the applicable seat selection process described below, (iii) neither the 76ers nor any of their 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, or any tickets in any particular price tier, section, row or seat location, in connection with the Deposit or the Membership, (iv) the Undersigned may request a refund of the Deposit at any time prior to the Undersigned's acceptance of an offer, and any such request will forfeit the Undersigned's position on the Waitlist, and (v) if any payment made by the Undersigned in connection with a subscription for a Membership, including the payment made at the time of seat selection, is subsequently reversed, charged back or otherwise not received by the 76ers, then the 76ers may cancel the Membership and, notwithstanding clause (i) above, the Deposit shall not be treated as applied toward any payment for the Membership and shall instead be retained by the 76ers. Retention of the Deposit is not intended as a penalty, but rather to compensate the 76ers for expenses and losses caused by such reversal or non-payment. If the Undersigned does not execute the applicable Membership terms and conditions and make the payment then due during the applicable selection window, the 76ers may offer that Membership to any other person, and any subsequent acceptance by the Undersigned will be subject to then-current availability. The 76ers' acceptance of a Membership executed, or a payment made, after the applicable selection window has closed, shall not waive the requirements of this paragraph. The Membership shall be subject to the additional terms and conditions set forth below and/or otherwise referenced herein, or at https://www.nba.com/sixers/tickets/terms-and-conditions.

Any refund of the Deposit will be issued to the Undersigned's original method of payment, and the Undersigned should allow seven (7) to ten (10) business days from the date the refund is processed for the refund to be reflected on the Undersigned's account. The 76ers may modify, suspend or discontinue the Waitlist, in whole or in part, at any time in their sole and absolute discretion, in which case the 76ers shall refund the Deposit of each person then on the Waitlist. The 76ers may also remove the Undersigned from the Waitlist at any time in their sole and absolute discretion, and shall refund the Deposit in connection with such removal; provided that the 76ers shall have no obligation to refund any portion of the Deposit that has not been funded or that has been charged back by the Undersigned.

From time to time, the 76ers will conduct seat selection processes for Memberships that the 76ers elect to make available to Waitlist participants. In connection with each such process, the 76ers will notify by email, at the address then on file with the 76ers, those Waitlist participants whom the 76ers determine, based on their respective positions on the Waitlist and the inventory then expected to be available, are eligible to participate, and such notice will specify the date and time on which the applicable selection window opens and the duration thereof. The 76ers have no obligation to notify any other Waitlist participant that a seat selection process is being conducted. During the applicable selection window, the Undersigned may access the 76ers' online selection portal to select an available Membership, and must execute the applicable Membership terms and conditions and make the payment then due at the time of such selection. If the Undersigned takes no action during the applicable selection window, the Undersigned will be deemed to have declined to subscribe for a Membership in that seat selection process. It is the Undersigned's responsibility to maintain a current and accurate email address with the 76ers, and if the 76ers are unable to reach the Undersigned at the email address on file, the Undersigned will lose his or her priority with respect to that Membership opportunity, and that seat selection process will count as an occasion on which the Undersigned was provided the opportunity to participate. The Undersigned acknowledges that it would be impractical and unfair to others on the Waitlist for the 76ers to delay the process of offering Memberships pending a response from the Undersigned, and accordingly the 76ers will continue to notify others on the Waitlist, in order of their respective positions, whether or not the Undersigned has responded. If the Undersigned does not subscribe for a Membership during an applicable selection window, the Undersigned will retain his or her position on the Waitlist for future opportunities; provided that if the Undersigned has been provided the opportunity to participate in a seat selection process on two (2) occasions without subscribing for a Membership, the Undersigned's position on the Waitlist will be moved to the end of the Waitlist, and if the Undersigned has been provided the opportunity to participate in a seat selection process on four (4) occasions in the aggregate without subscribing for a Membership, the Undersigned's position on the Waitlist will terminate and the 76ers will refund the Deposit.

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, including the Undersigned's position on the Waitlist, are not assignable or transferable by Undersigned without the prior written consent of the 76ers, and any purported sale, assignment or transfer without such consent shall be void and shall not be recognized or honored by 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. These terms and conditions, together with the deposit invoice to which they relate, constitute the entire agreement between the Undersigned and the 76ers with respect to the Deposit and the Waitlist, and there are no other agreements, arrangements, representations or understandings between them with respect thereto. The 76ers may amend these terms and conditions at any time by posting the amended terms at https://www.nba.com/sixers/tickets/terms-and-conditions or by notifying the Undersigned by email at the address then on file with the 76ers, and the Undersigned's continued participation in the Waitlist following the effective date of such amendment will constitute acceptance of the amended terms. If the Undersigned does not wish to accept an amendment, the Undersigned may terminate the Undersigned's position on the Waitlist and request a refund of the Deposit. The rights and remedies of the 76ers under these terms and conditions are cumulative and in addition to, and not in lieu of, any other rights and remedies available to the 76ers at law or in equity or under any other agreement between the Undersigned and the 76ers or any of their affiliates.

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 HAS THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS SECTION AS SET FORTH BELOW. THIS SECTION WILL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW.

Undersigned and the 76ers agree that any dispute, controversy or other Claim arising out of or relating to this deposit invoice, or the determination of the scope or applicability of the binding arbitration proceeding provided for in these terms and conditions ("Arbitration"), shall be governed solely by the Federal Arbitration Act.

If the Undersigned and the 76ers cannot resolve a Claim informally within thirty (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 this 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, or by calling the AAA at 1-800-778-7879.

The Undersigned may, in Arbitration, seek any and all remedies otherwise available to the Undersigned 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 of up to $75,000, unless the arbitrator finds the Arbitration 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 attorney's fees and expert witness costs unless the 76ers are otherwise specifically required to pay such fees under applicable law. For claims that total more than $75,000, the AAA Rules will govern payment of filing fees and Arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on the 76ers and the Undersigned, and judgment to enforce the decision may be entered by any court of competent jurisdiction. 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 attorney's 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. (2) Submit a Demand for Arbitration, plus the appropriate filing fee to the AAA by mail, facsimile, email, or on-line. To file on-line via AAA WebFile, visit 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 information on how to file by mail, fax, or email, please visit 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.

Undersigned shall have the right to opt out of Arbitration by sending the 76ers a personally signed, written notice of Undersigned's decision to opt out via email to legal@hbse.com within thirty (30) days of the Undersigned's signature to these terms and conditions (the "Effective Date"). Such an opt-out email must be sent by Undersigned personally, and not by such Undersigned's agent, attorney, or anyone else purporting to act on Undersigned's behalf. It must include a statement that Undersigned wishes to opt out of Arbitration. As referenced above, this notice must be sent within thirty (30) days of the Effective Date, otherwise Undersigned shall be bound to arbitrate any disputes in accordance with the terms hereunder. If Undersigned opts out of Arbitration, the 76ers also will not be bound to arbitrate. If Undersigned does not affirmatively elect to opt out as described above, Undersigned's placement on the Waitlist and acceptance of its benefits will be deemed to be Undersigned's irrevocable acceptance of these terms. By opting out of Arbitration, Undersigned agrees to resolve any disputes consistent with these terms and conditions.

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 in any consolidated, class or representative proceeding (existing or future) brought by any third party 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 for any reason 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 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 the Commonwealth of Pennsylvania and, where applicable, the State of New Jersey.

I have read and accepted the Philadelphia 76ers Society 76 Waitlist Deposit Terms and Conditions.

Name: _____

Email: _____

Date: _____