

# Hudl Ticket Purchase Terms

These Hudl Ticket Purchase Terms (“**Hudl Ticket Purchase Terms**”) are applicable to your access to and use of the Hudl Tickets Site, including your purchase, possession, or use of any Digital Tickets or Custom Items, through any Platform (collectively, the “**Hudl Ticket Services**”). By accessing or using the Hudl Ticket Services, you agree to comply with and be bound by these Hudl Ticket Purchase Terms as well as the Hudl Site Terms found at <https://www.hudl.com/terms> and Hudl’s Acceptable Use Policy found at <https://www.hudl.com/acceptable-use-policy> (“**AUP**”) each of which are incorporated herein by reference. These Hudl Ticket Terms are effective between you and Hudl as of the earlier of the date you (i) accept these Hudl Ticket Purchase Terms or (ii) first access or use the Hudl Tickets Site (the “**Effective Date**”).

**Please be aware that Section 14 of these Hudl Ticket Purchase Terms contain an arbitration agreement and class action waiver. Section 14 does not apply to Canadian residents. As provided in Section 14, (1) you and Hudl will only be permitted to pursue claims and seek relief against the other party through binding, individual arbitration, not as a plaintiff or class member in any class or representative action or proceeding; (2) you and Hudl are waiving any rights to seek relief in a court of law and to have a jury trial on any claims; and (3) you and Hudl are waiving rights to participate in a class action lawsuit or class-wide arbitration.**

You agree that access to and use of the Hudl Tickets Site and Hudl Ticket Services are subject to applicable law. Hudl reserves the right to terminate your account and access to the Hudl Ticket Services if Hudl determines in its sole discretion (or reasonable discretion if you are a resident of Quebec) you have violated these Hudl Ticket Purchase Terms, the Hudl Site Terms or the AUP.

By clicking on the “I Agree” or “Create Account” buttons, completing the registration process, accessing, or using the Hudl Ticket Services, YOU ARE ENTERING INTO A BINDING CONTRACT. You represent that (1) you have read, understand, and agree to be bound by these Hudl Ticket Purchase Terms, (2) you are of legal age to form a binding contract with Hudl, and (3) you have the authority to enter into the contract. The term “**you**” or “**your**” refers to the individual identified as the user when you registered on the Platform. **If you do not agree to be bound by the Hudl Ticket Purchase Terms, you may not access or use the Hudl Ticket Services.**

## **NOTICE REGARDING FUTURE CHANGES TO TERMS:**

Hudl may make changes to these Hudl Ticket Purchase Terms at any time. Any changes made by Hudl will be effective when Hudl posts a revised version of these Hudl Ticket Purchase Terms on the Hudl Tickets Site or 30 days after posting if you are a resident of Quebec. When Hudl makes changes to these Hudl Ticket Purchase Terms and you have provided Hudl with your email address, Hudl will also send you a notification to that email address on file. “The Last Updated” date below will tell you when the Hudl Ticket Purchase Terms were last revised. By continuing to use the Hudl Tickets Site after that date, you agree to the changes. To the extent that these Hudl Ticket Purchase Terms differ from a prior version of the Hudl Ticket Purchase Terms which you previously agreed to, this version of the Hudl Ticket Purchase Terms supersedes and governs.

### **1. Events.**

- a. Hudl delivers Digital Tickets that are purchased by or provided to Event Guests on behalf of an Organization. Hudl is acting on behalf of the Organization providing the Event, and Hudl handles the transaction and collects the payment for the Digital Tickets and Custom Items for the Organization. This means that the Organization or its League (where applicable), not Hudl, determines the inventory and price of the Digital Tickets and

Custom Items and seating locations for the Events. You may be able to purchase a League Pass, which is a Digital Ticket offered by the Organization that includes events offered by the Organization and other organizations in its League.

- b. The Organization or its League (where applicable) controls the date, time, seating, and location of Events, as well as the number of Digital Tickets available for an Event and the maximum number of Digital Tickets that any individual Event Guest may purchase or otherwise be provided for an Event. When purchasing Digital Tickets, you may be limited to a specified number of Digital Tickets for an Event.
- c. Please note that seating maps are generally representative of a venue's layout and are subject to change at any time at the discretion of the Organization or venue. No refunds will be allowed if, for example, the Organization updates the seating map, additional seats or rows are added, or your reserved seats change as a result of a venue change after purchase, and your Digital Ticket will remain valid. If your reserved seat location changes prior to an Event – including as a result of a postponement, rescheduling, or moving of an Event or a change in the venue's layout – your Digital Ticket is still valid and you can continue to use it.

## 2. Hudl Ticket Services.

- a. Subject to your compliance with the terms of these Hudl Ticket Purchase Terms, Hudl grants you a limited license to access and use the Hudl Ticket Services for your personal use, and to copy, distribute, transmit and (if needed) print the Digital Tickets of the Hudl Ticket Services only to the extent that such copying, distribution and transmission is automatically done through your browser software incidentally to using the Hudl Ticket Services for your personal use. This license does not include any resale or commercial use of the Hudl Ticket Services or its contents; any derivative use of the Hudl Ticket Services or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots or data gathering and extraction tools in connection with the Hudl Ticket Services. Except as otherwise expressly allowed in these Hudl Ticket Purchase Terms, this license is non-exclusive, non-sublicensable and non-transferable. Notwithstanding anything herein to the contrary, you may resell your Digital Ticket to a third party. In such event, all references to “you” and “your” also refer to such Event Guest who is using your Digital Ticket.
- b. You are responsible for all activities that occur under your account. You may not share your account or password with anyone, and you agree to (1) notify Hudl immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your account at the end of each session.
- c. The Hudl Ticket Services or any portion of the Hudl Tickets Site may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without express written consent of Hudl. You may not use any meta tags or any other “hidden text” utilizing Hudl's name or trademarks without the express written consent of Hudl. Any unauthorized use terminates the permission or license granted by Hudl.
- d. Hudl reserves the right to change any information, features and functions of the Hudl Ticket Services without prior notice. Hudl may refuse service, cancel orders, terminate accounts and/or deny access to any or all parts of the Hudl Ticket Services if you engage in any conduct or activities that Hudl determines, in its sole discretion (or reasonable discretion if you are a resident of Quebec), violate these Hudl Ticket Purchase Terms, our rights or the rights of any third party. Use of the Hudl Ticket Services for any illegal or unauthorized purpose is strictly prohibited. Hudl reserves the right to cancel orders due to suspected fraudulent activity in Hudl's sole discretion (or reasonable discretion if you are a resident of Quebec). The sale or linking of the Hudl Ticket Services on or to any third-party e-commerce site, marketplace, or mobile application without Hudl's specific written consent is prohibited.
- e. In addition to the restrictions in the AUP, you may not (“**Additional Hudl Tickets Site Restrictions**”):
  - i. Restrict or inhibit anyone from using the Hudl Tickets Site or Digital Tickets;

- ii. Use the Hudl Tickets Site or Digital Tickets for your commercial purpose or for any unlawful purpose;
  - iii. Engage in spamming or flooding;
  - iv. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Hudl Tickets Site or Digital Tickets, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Hudl Tickets Site, Digital Tickets or Hudl Ticket Services;
  - v. Use any computer program, bot, robot, spider, offline reader, site search/retrieval application, or other manual or automatic device, tool, or process to retrieve, index, data mine, or in any way reproduce or circumvent the security structure, navigational structure, or presentation of the content or the Hudl Tickets Site. Operators of public search engines may use spiders to copy materials from the Hudl Tickets Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Hudl may revoke this exception at any time and require removal of archived materials gathered in the past;
  - vi. Use ticket bot technology or any automated ticket purchasing software to search for, reserve, or purchase Digital Tickets through the Hudl Tickets Site, or otherwise circumvent any security measure, access control system, or other control or measure on the Hudl Tickets Site used to control purchasing; or
  - vii. Use Digital Tickets for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by Hudl and the Organization.
- f. Any violations of the Additional Hudl Tickets Site Restrictions may be treated by Hudl as violations of the AUP.
- g. If you install the Hudl mobile application, Hudl grants you a limited right to install and use the mobile application on a single authorized device. You may use the Hudl mobile application for your personal and non-commercial use only. You agree to comply with all applicable laws and the terms and conditions of your wireless service provider with respect to your use of the Hudl mobile application. Hudl will not provide you with any device, internet access or wireless connection to use the Hudl mobile application. Hudl is not responsible for any interaction between you and another Hudl mobile application user, or information you transmit through the Hudl mobile application. Hudl does not guarantee the same functionality on the mobile application that is available on the Hudl Tickets Site.
- 3. Purchases.**
- a. Purchases. When you purchase a Digital Ticket or Custom Item for an Event in the U.S., Hudl will handle the transaction in U.S. dollars, and when you purchase a Digital Ticket or Custom Item for an Event in Canada, Hudl will handle the transaction in Canadian dollars. In all cases, Stripe will collect the payment. Digital Tickets and Custom Items are typically subject to, among other possible fees, a service fee from Hudl and a per order processing fee from Stripe (collectively "**Fees**"). The Fees may be displayed separately or included in the total order amount upon checkout in accordance with applicable law. Tax is collected as required by federal, state and/or local law and may be displayed separately or included in the total order amount. You agree to comply with all applicable laws with respect to any purchases and any use of Digital Tickets and Custom Items.
  - b. Order Confirmations. Your order is confirmed when Hudl sends you an order confirmation, which may be in the form of a confirmation web page or an email. If you do not receive an order confirmation from Hudl or if you experience technical difficulties at any point during the purchase process, it is your responsibility to confirm whether your order has been placed, including whether your payment was processed. You agree to provide Hudl with the appropriate information necessary for the delivery of Digital Tickets, including, but not limited to, your name and email address. Providing incorrect information does not entitle you to a refund. If you purchase your Digital Ticket or Custom Item via point-of-sale at the Event venue, you may not receive an order confirmation.
  - c. Postponed and Canceled Events. If an Event is postponed (moved to a different time or different date) or moved to a different venue, the Digital Tickets will retain the original

Event date and venue, and the Digital Tickets may be used on the rescheduled Event date or at the relocated venue. Except as otherwise provided below for a Pass or League Pass, if an Event is canceled, the full purchase price of the Digital Ticket, including any Fees, will be refunded to the original purchaser of the Digital Ticket, once Hudl receives authorization to issue the refund from Organization. If a Pass or League Pass was purchased and one or more Events covered by the Pass or League Pass were canceled, no refunds will be issued for such Pass or League Pass unless all Events covered by the Pass or League Pass were canceled. Hudl will not be responsible for any travel or other expenses that you or anyone else incurs in connection with a postponed, relocated, changed, or canceled Event.

- d. **Refunds.** You are responsible for confirming the accuracy of your selection (including event and seat selection, if available) before purchasing the Digital Tickets. Once purchased, you cannot change or cancel your order. You cannot exchange your Digital Tickets. Unless otherwise indicated herein, ALL SALES ARE FINAL AND NON-REFUNDABLE. In all cases other than canceled Events, Hudl, in its sole discretion, may provide you a full or partial refund, discount or credit, the amount and form of such refund, discount or credit shall also be in Hudl's sole discretion (including without limitation how discounts or credits may be used and any expiration dates). Hudl's decision in one instance does not guarantee the same response for future similar instances, nor is Hudl obligated to provide you with the same decision in the future. Any refunds will be made to the original Payment Method used at time of purchase. For additional information regarding refunds, please contact the Organization hosting the Event or visit <https://www.hudl.com/support>.
4. **Ticket Use.** The use of Digital Tickets is subject to the Hudl Ticket Purchase Terms. Only one Event Guest may enter the Event per Digital Ticket. Unauthorized duplication or tampering with the Digital Ticket and/or QR code may prevent admission into the Event. The original Digital Ticket purchaser is solely responsible for ensuring the Digital Ticket is not duplicated in any way and for keeping the Digital Ticket secure. Except as otherwise expressly provided in the Hudl Ticket Purchase Terms, no refunds or exchanges will be provided. You (and, if different, each Event Guest) must hold and keep their Digital Ticket readily available while attending the Event.
  - a. **Violations.** Violation of the Hudl Ticket Purchase Terms, applicable law, or event rules may result in denial of admission to the Event, removal from the Event, and/or subsequent admission into future events, including the forfeiture of season tickets and the ability to purchase or use single Event Digital Tickets or Passes.
  - b. **Event Time/Date/Location.** Event time/date/location is subject to change. Please consult the Organization offering the Event for up-to-date information.
  - c. **Risks.** CERTAIN RISKS ARE INHERENT IN ATTENDING A SPORTING EVENT. EQUIPMENT USED AND ACTIVITIES OCCURRING ON OR AROUND THE FIELD OR COURT MAY ENTER AREAS WHERE SPECTATORS ARE LOCATED. YOU AND EACH EVENT GUEST ASSUME ALL RISKS INCIDENT TO ATTENDING THE EVENT FOR WHICH THE DIGITAL TICKET WAS ISSUED, WHETHER SUCH RISKS OCCUR PRIOR TO, DURING, OR SUBSEQUENT TO ACTUAL GAME PLAY. YOU AND EACH EVENT GUEST AGREE TO HOLD THE EVENT HOST, OTHER PARTICIPATING DISTRICTS OR SCHOOLS, AND HUDL HARMLESS FROM ANY DAMAGES OR INJURIES THAT MIGHT ARISE IN THE COURSE OF BEING A SPORTS SPECTATOR.
5. **Warranty Disclaimer.**

IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE EXCLUSION OF WARRANTIES CONTAINED IN THIS SECTION DO NOT LIMIT YOUR RIGHTS AND REMEDIES UNDER SUCH ACT, INCLUDING THE RIGHT TO MAKE A CLAIM UNDER ANY OF THE STATUTORY WARRANTIES PROVIDED UNDER SECTIONS 34 TO 54 OF SUCH ACT.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THESE HUDL TICKET PURCHASE TERMS AND WHERE NOT PROHIBITED BY APPLICABLE LAW, THE HUDL TICKETS SITE AND THE HUDL TICKET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, UNLESS SPECIFICALLY SET FORTH OTHERWISE IN THESE HUDL TICKET PURCHASE TERMS. TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HUDL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HUDL DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED ON THE HUDL TICKETS SITE OR THE HUDL TICKET SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED OR THAT THE HUDL TICKETS SITE OR THE HUDL TICKET SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HUDL DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THE HUDL TICKET SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

6. **Term.** The term of these Hudl Ticket Purchase Terms begins upon the Effective Date and continues as long as you continue to access or use the Hudl Tickets Site or Hudl Ticket Services, or until Hudl terminates your access or use in accordance with these Hudl Ticket Purchase Terms (in any case, the “**Term**”).

7. **Limitation of Liability.**

**IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT RELEASE THE SELLER FROM THE CONSEQUENCES OF ITS OWN ACTIONS OR THE ACTIONS OF ITS REPRESENTATIVES.**

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HUDL (OR ITS AFFILIATES), THE ORGANIZATION PROVIDING THE EVENT, ANY MEMBER ORGANIZATION, OR THE LEAGUE BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE HUDL TICKET SERVICES, THE EVENT, THE DIGITAL TICKETS, PASSES, LEAGUE PASSES, CUSTOM ITEMS, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE HUDL TICKET SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON A CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY. HUDL'S AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF THESE HUDL TICKET PURCHASE TERMS OR THE USE OF THE HUDL TICKET SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID HUDL IN THE PAST TWELVE MONTHS.
- b. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. HUDL'S (AND ITS AFFILIATES') LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH 7 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH 7 WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES, OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH 7 THAT (a) PROHIBIT DAMAGES TO BE MULTIPLIED OR OTHERWISE INCREASED, (b) IMPOSE A DAMAGES LIMITATION OF THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID HUDL IN THE PAST TWELVE MONTHS, AND (c) PROHIBIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS, DO NOT APPLY IN CERTAIN STATES OR JURISDICTIONS, INCLUDING WITHOUT LIMITATION NEW JERSEY, TO CLAIMS BROUGHT UNDER STATUTES PERMITTING SUCH RECOVERY.
- c. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT HUDL (AND ITS AFFILIATES) WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER USER OF THE HUDL TICKET SERVICES TO CONFORM TO THE AUP OR THESE HUDL TICKET PURCHASE TERMS, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT,

RESULTING FROM YOUR ACCESS TO AND USE OF THE HUDL TICKETS SITE OR HUDL TICKET SERVICES OR YOUR ATTENDANCE AT THE EVENT VENUE, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF HUDL'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS, OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE HUDL TICKET SERVICES, OR (e) THE FAILURE OF AN ORGANIZATION TO HONOR A DIGITAL TICKET. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE HUDL TICKET SERVICES IS TO STOP USING THE HUDL TICKET SERVICES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN HUDL AND YOU IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN HUDL AND YOU. HUDL IS NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE HUDL FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. THE FOREGOING LIMITATIONS WILL NOT APPLY TO THE EXTENT THEY ARE PROHIBITED BY APPLICABLE LAW

- d. YOU VOLUNTARILY ASSUME ALL RISKS AND DANGER INCIDENTAL TO THE EVENT FOR WHICH THE DIGITAL TICKET IS ISSUED, WHETHER OCCURRING BEFORE, DURING OR AFTER THE EVENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY CLAIMS FOR PERSONAL INJURY OR DEATH AGAINST HUDL, ORGANIZATION, MANAGEMENT, FACILITIES, MEMBER ORGANIZATIONS, LEAGUES (INCLUDING LEAGUE), CONFERENCES, OTHER PARTICIPANTS, AND ALL OF THEIR RESPECTIVE PARENTS, AFFILIATED ENTITIES, AGENTS, OFFICERS, DIRECTORS, OWNERS, AND EMPLOYEES ON BEHALF OF YOURSELF AND ANY ACCOMPANYING MINOR OR ANY EVENT GUEST. YOU BEAR ALL RISKS OF INCLEMENT WEATHER. EVENT DATE, TIME AND LOCATION ARE SUBJECT TO CHANGE.
  - e. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. **Copyright.** The technology underlying the Hudl Ticket Services and the entire contents of the Hudl Ticket Services including, but not limited to, Digital Tickets, text, graphics, images, photographs, audio and video clips, digital downloads, data compilation or code is copyrighted under the United States, Canadian and other copyright laws and is the property of Hudl or its licensors and protected by copyright and other intellectual property or proprietary rights. All rights reserved.
  9. **Trademarks.** The registered and unregistered trademarks, logos and service marks displayed on the Hudl Tickets Site are owned by Hudl or its licensors. You may not use Hudl's trademarks, logos, and service marks in any way without Hudl's prior written permission. All trademarks, service marks and trade names on the Hudl Tickets Site and Hudl Ticket Services are trademarks or registered trademarks of Hudl or their respective owners.
  10. **Indemnification.** You agree to indemnify, defend and hold harmless Hudl, its officers, directors, employees, agents, licensors and affiliates, and the Organization offering the Event, the League, and Member Organizations from and against all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and costs, resulting from any violation of these Hudl Ticket Purchase Terms, or any activity related to use of the Hudl Tickets Site and Digital Tickets (including negligent or wrongful conduct) by you or any other person accessing the Hudl Tickets Site or Hudl Ticket Services using your identification or password or attending the Event as an Event Guest with a Digital Ticket purchased by you.
  11. **Privacy and Your Information.**

- a. Collection and Use of Personal Information. To the extent permitted by applicable law, by accessing the Hudl Ticket Services, you consent and agree to the collection and use of certain Personal Information about you in accordance with Hudl's Privacy Policy found at [www.hudl.com/privacy](http://www.hudl.com/privacy). You understand that the technical processing and transmission of this Hudl Tickets Site and the Hudl Ticket Services may involve (a) transmission of your Personal Information over various networks; and (b) changes to your Personal Information to conform and adapt to technical requirements of connecting networks or devices. You understand and agree that you are accessing the Hudl Tickets Site and Hudl Ticket Services and/or purchasing Digital Tickets for your own personal, non-commercial use, even if your Hudl account is affiliated with an Organization.
  - b. Information Provided by You. To the extent that you post, upload, submit or otherwise make available to Hudl through the Hudl Tickets Site or Hudl Ticket Services any information that is not of or about you or owned by you, you acknowledge that you are solely responsible for ensuring that you have obtained the necessary consents and permissions as required by applicable laws to provide the information to Hudl for use in accordance with these Hudl Ticket Purchase Terms.
  - c. Rights to Privacy and Publicity. You agree that the Event for which you purchase or receive Digital Tickets is a public event, that your appearance and actions inside and outside the venue where the Event occurs are public in nature, and that you have no expectation of privacy regarding your actions or conduct at the Event. To the extent permitted by applicable law, you expressly grant to Hudl and its affiliates, partners, licensees and assigns and the Organization providing the Event, the perpetual, irrevocable, worldwide, non-exclusive, transferable, sub-licensable, royalty-free right and license to use your name, image, likeness, acts, poses, appearance, movements and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event (regardless of whether before, during or after the Event) and that of any your accompanying Event Guests for whom you purchased or provided Digital Tickets, for all purposes, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or the Event Guest or anyone acting on your or their behalf.
12. **Third Party Vendors**. By providing your credit or debit card information (or other payment method allowed by Hudl from time to time) ("**Payment Method**") during the checkout process, you authorize Hudl and/or Hudl's third-party payment processor ("**Third Party Processor**") to store your Payment Method and to charge your Payment Method for the purchase amount and any Fees and applicable taxes. You represent and warrant to Hudl that (i) the Payment Method and related information you supply to Hudl or the Third Party Processor are true, correct, and complete and (ii) you are duly authorized to use such Payment Method for your purchase. Hudl's current Third Party Processor is Stripe. You agree that the processing of your Payment Information and related information is subject to Stripe's terms and conditions at <https://stripe.com/legal> and privacy policy at <https://stripe.com/privacy>. Hudl is not responsible for any error by, or other acts or omissions of, the Third Party Processor. You may order or use services through the Hudl Ticket Services from third parties not affiliated with Hudl ("**Third Party Vendors**"). You agree to comply with all terms and conditions of Third Party Vendors.

By purchasing Digital Tickets through the Hudl Ticket Services, you agree that all requests are authorized by you and that a Third Party Vendor may, at their discretion, perform all actions deemed necessary for the performance of service including but not exclusive to implementing vendor integration services into a live production environment without any additional authorization by you. All matters concerning such services desired from Third Party Vendors, including but not limited to purchase terms, payment terms, warranties, guarantees, license terms, maintenance, and delivery, are solely between the Third Party Vendors and the Event Guest and should be directed to such Third Party Vendor. Hudl makes no warranties or representations whatsoever regarding any such services or merchandise provided by Third Party Vendors. The Event Guest will not consider Hudl, nor will Hudl be construed, as a party to, or a third party beneficiary of, such transactions, whether Hudl may have received revenue or other remuneration in connection

with the transaction. Hudl will not be liable to the Event Guest for any costs or damages incurred by the Event Guest or any other person with respect to or arising out of transactions with Third Party Vendors.

13. **Compliance with Applicable Laws and Event Rules; No Redemption Value.** You agree to comply with all applicable laws while attending the Event and all of the Organization's applicable rules and policies ("**Event Rules**"). The Organization reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language, or who fails to comply with Event Rules. Breach of Event Rules will terminate your license to attend the Event, without any refund owed to you. A Digital Ticket is a revocable license and admission may be refused. A Digital Ticket is not redeemable for cash.

14. **MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.**  
**IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT OR A CONSUMER WHO RESIDES IN CANADA, THE IMMEDIATELY FOLLOWING SECTION 14 DOES NOT APPLY TO YOU.**

- a. **YOU AND HUDL EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING IN ANY WAY TO THE HUDL TICKET PURCHASE TERMS, YOUR USE OF OR ACCESS TO THE HUDL TICKETS SITE, THE PURCHASE, RESALE, OR USE OF THE HUDL TICKET SERVICES, OR ANY MARKETING, ADVERTISING, STATEMENTS OR REPRESENTATIONS RELATING TO HUDL TICKETS— IRRESPECTIVE OF WHEN THAT DISPUTE, CLAIM, OR CONTROVERSY AROSE—WILL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH IN THIS SECTION 14, RATHER THAN IN COURT. YOU AND HUDL AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THESE PROVISIONS, YOU AND HUDL EACH RETAIN THE RIGHT TO SEEK RESOLUTION OF DISPUTES IN SMALL CLAIMS COURT AS AN ALTERNATIVE TO ARBITRATION.**
- b. **Exceptions.** The arbitration agreement and class action waiver set forth in this Section 14 shall be subject to these limited exceptions:
- i. Either party may assert claims in small claims court if such claims qualify (so long as the matter remains in such court and advances on an individual (non-class, non-representative) basis).
  - ii. If the arbitration agreement in these Hudl Ticket Purchase Terms is for any reason held to be unenforceable, the parties agree that any legal suit, action, or proceeding arising out of, or related to, these Hudl Ticket Purchase Terms or the Hudl Tickets Site (except for small claims court actions) shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska, in each case located in the County of Lancaster. The parties waive any and all objections to the exercise of jurisdiction over such party by such courts and to venue in such courts.
- c. **Informal Dispute Resolution.** Before commencing an arbitration or asserting a claim in small claims court, you and Hudl will engage in the following informal dispute resolution process:
- i. The party seeking to initiate a claim in arbitration or small claims court ("**Claimant**") must give written notice to the other party ("**Respondent**"). To notify Hudl that you intend to initiate informal dispute resolution, you must send an email to legal@hudl.com, providing: your full name; the email address associated with your Hudl account; your counsel's name and contact information, if you are represented by counsel; and a brief description of your claim(s) and the relief sought. To notify you that Hudl intends to initiate informal dispute resolution, Hudl will email you at the email address associated with your Hudl account and provide a brief description of Hudl's claim(s) and the relief sought, and Hudl's counsel's name and contact information.

- ii. You and Hudl will then meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any claim covered by this mutual arbitration agreement. If either you or Hudl is represented by counsel, that counsel may participate in the informal dispute resolution conference.
  - iii. All offers, promises, conduct, and statements made during the informal dispute resolution process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the informal dispute resolution process.
  - iv. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the written notice described above unless an extension is mutually agreed upon by you and Hudl. If, after participating in that conference, you and Hudl are unable to resolve the dispute, the Claimant may commence an arbitration or assert a claim in small claims court in accordance with this arbitration agreement. Neither you nor Hudl may initiate arbitration without first following the informal dispute resolution process provided in this Section 14(c).
  - v. Any statute of limitations will be tolled while you and Hudl engage in the informal dispute resolution process described in this Section 14.
- d. **Governing Law; Interpretation and Enforcement.** The arbitration agreement in these Hudl Ticket Purchase Terms is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("**FAA**"), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all its provisions, including, without limitation, the class action waiver. State arbitration laws do not govern in any respect. Further, you and Hudl agree that the Hudl Ticket Purchase Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.
- e. **Arbitration Generally; Relief Available.** There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Hudl Ticket Purchase Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).
- f. **Arbitration Proceedings and Rules.** The following rules and procedures shall apply:
- i. Any arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with their Consumer Arbitration Rules ("**Rules**"), except as modified by the Hudl Ticket Purchase Terms (as allowed by the Rules). The AAA's Rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.
  - ii. A single neutral arbitrator shall be selected as set forth in the Rules.
  - iii. To increase the efficiency of administration and resolution of arbitrations: in the event of a claim seeking equitable relief (including injunctive relief), the arbitrator shall bifurcate the proceeding and rule on liability first, before conducting any proceedings (including discovery) related to the appropriate relief.
  - iv. Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it—including but not limited to any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing and the arbitration award—will be confidential and will not be disclosed to any third party, except as necessary to obtain court confirmation of the arbitration award.
  - v. The arbitrator will decide the substance of all claims in accordance with the laws of the State of Nebraska, including recognized principles of equity, and will honor all claims of privilege recognized by law.

- vi. The arbitrator shall not be bound by rulings in prior arbitrations involving different users of Hudl but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law.
  - vii. The arbitration will be held in the United States county where you live or use the Hudl Ticket Services, or a location you and Hudl mutually agree upon in writing. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Hudl submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the Rules.
  - viii. If AAA is unable to conduct the arbitration for any reason, you and Hudl will mutually select an alternative arbitration provider, and the arbitration will be conducted pursuant to that provider's applicable rules. If, pursuant to this paragraph, the arbitration is conducted by an arbitration provider other than AAA, references to AAA and its rules in these Hudl Ticket Purchase Terms shall be construed as references to that arbitration provider and its applicable rules.
- g. **Commencing an Arbitration.** A party who has complied with the informal dispute resolution provisions described above, and who wishes to start arbitration, must complete a form for initiating arbitration proceedings. Such form can be found on the AAA's website at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must provide a copy of the completed form to the opposing party where required by the Rules. You may send Hudl a copy at the following address: Agile Sports Technologies, Inc., Attn: Hudl Legal, 600 P Street, Suite #400, Lincoln, Nebraska, 68508. In the event we initiate arbitration against you, Hudl may send a copy of the completed form to the email address we have associated with your account to provide a copy to you.
- h. **Arbitration Fees and Costs.** If you commence an arbitration in accordance with this Section 14, you will be required to pay AAA's then current filing fees. Any other fees shall be payable by the parties pursuant to the Rules.
- i. If the arbitration is conducted by a different arbitration provider in accordance with this Section 14, payment of any filing, administration, or arbitrator fees shall be governed by that provider's rules.
  - ii. You agree that AAA, New Era ADR, FairClaims, JAMS, and any other arbitration provider selected pursuant to this Section 14 has discretion to modify the amount or timing of any fees due under any applicable rules or fee schedules, and further agree not to oppose any modifications to the timing or amount of any fees due.
- i. **Attorneys' Fees.** You are responsible for your own attorneys' fees; Hudl will not pay any attorneys' fees unless ordered to do so by the arbitrator. For the avoidance of doubt, in cases where a statute gives you the right to recover attorneys' fees if you prevail, the arbitrator may award attorneys' fees pursuant to that statute.
- j. **Delegation; Interpretation.** The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Hudl Ticket Purchase Terms, including, but not limited to, any claim that all or any part of these Hudl Ticket Purchase Terms are void or voidable; however, in the event of a dispute about which particular version of these Hudl Ticket Purchase Terms you agreed to, a federal or state court located in Lancaster County, Nebraska will decide that specific question. The arbitrator's award shall be final and binding. This arbitration agreement is intended to be broadly interpreted and will survive termination of these Hudl Ticket Purchase Terms.
- k. **Special Provision Regarding the Resale of Digital Tickets for Events Located in Illinois.** Solely for the purpose of complying with the Illinois Ticket Sale and Resale Act, 815 ILCS 414/1.5 et seq., if your dispute regards the resale of a ticket for any event located in the State of Illinois, then the following applies: You may submit any complaint you may have to AAA as an arbitration demand, in accordance with the rules and procedures outlined in this Section 14, and any such claims shall be decided by an independent arbitrator in accordance with this Section 14. Without waiving the agreement

to arbitrate or any other terms in this Section 14, you also agree to submit to the jurisdiction of the State of Illinois for any complaints involving a ticketed event held in Illinois. For the sake of clarity, your agreement to submit to the jurisdiction of the State of Illinois for any complaint involving an Event held in Illinois does not in any way waive your agreement to arbitrate, or the scope of arbitration, but simply means that—for any court proceeding that may take place in conjunction with an arbitration (e.g., a motion to enforce an arbitration award), or in the event the arbitration agreement is held unenforceable—you agree to submit to jurisdiction in Illinois.

**15. Miscellaneous**

- a. Except where prohibited by applicable law, these Hudl Ticket Purchase Terms shall be governed and interpreted in accordance with the laws of the State of Nebraska, without reference to conflicts of laws principles and excluding the United Nations Convention on Contracts for the Sale of Goods. For any consumer who resides in Canada, venue for all disputes arising under these Hudl Ticket Purchase Terms shall lie exclusively in the courts located in the province where such Canadian consumer resides and each party agrees not to contest the personal jurisdiction of such courts.
  - b. Hudl communicates with you via electronic means. For contractual purposes, you (1) consent to receive communications from Hudl in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Hudl provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.
  - c. Hudl is not liable for any delay or failure to perform resulting from acts, events, omissions or accidents beyond its reasonable control, including, but not limited to, labor disputes (whether involving the workforce of Hudl or any other party), strikes, lockouts, failure of a utility service or telecommunications network, breakdown of plant or machinery, default of suppliers or subcontractors, war, pandemic, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, act of God, fire, flood or storm.
  - d. Should any current or future provision of these Hudl Ticket Purchase Terms be found unenforceable, wherever possible this will not affect any other provision, and each will remain in full force and effect. Hudl's failure to expressly enforce any provision of these Hudl Ticket Purchase Terms does not waive its rights to enforce that or any other provision.
  - e. Hudl may assign, transfer, or delegate these Hudl Ticket Purchase Terms or any right or obligation or remedy hereunder (in whole in part) in its sole discretion. You may not assign, transfer, or delegate these Hudl Ticket Purchase Terms or any right or obligation or remedy hereunder (in whole or in part), without Hudl's prior written consent.
  - f. These Hudl Ticket Purchase Terms, the Hudl Site Terms, the AUP, and any other agreement between you and Hudl constitute the sole and entire agreement between you and Hudl regarding use of the Hudl Ticket Services and access to the Hudl Tickets Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Hudl Ticket Services and Hudl Tickets Site. Except as otherwise expressly provided in these Hudl Ticket Purchase Terms, there shall be no third party beneficiaries.
  - g. The sections relating to copyrights, trademark, warranty, disclaimer, limitation of liability, privacy, indemnification, arbitration, miscellaneous, and any sections or sub-sections that expressly or by their nature or by implication survive termination, shall survive any termination of these Hudl Ticket Purchase Terms.
- 16. Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Hudl Ticket Services or to receive further information regarding the use of the Hudl Ticket Services.

**17. Definitions.**

- a. **“Custom Item”** means a product or service, other than a Digital Ticket, offered for sale by Organization through the POS Services.
- b. **“Digital Ticket(s)”** means ticket(s) for Events that are purchased by or provided to Event Guests through the Hudl Ticket Services. A Digital Ticket represents the right to occupy space or enter or attend an Event, as applicable. Digital Tickets will be delivered via email or other electronic means, unless you purchase the Digital Ticket via point-of-sale options at the Event venue.
- c. **“Event”** means an in-person event or activity provided by Organization (or another organization in the League for a League Pass) for which Event Guests may purchase or receive Digital Tickets.
- d. **“Event Guest”** means an individual buyer, potential buyer, or user of Digital Ticket(s).
- e. **“Event Listings”** means the schedule of Events, ticket pricing, promotions, fulfillment method (QR code, mobile only, both) for each Event for which a Digital Ticket is made available through the Hudl Ticket Services.
- f. **“Hudl”** means Agile Sports Technologies, Inc.
- g. **“Hudl Tickets Site”** means the website found at [fan.hudl.com](https://fan.hudl.com).
- h. **“League”** means Organization’s district, league, or conference.
- i. **“League Pass”** means a Digital Ticket that allows an Event Guest to attend the specified events from a Member Organization within a League during a specified period. Organization is the seller of the League Pass even if the events are provided by another Member Organization.
- j. **“Member Organization”** means another organization in the League that has events included in a League Pass.
- k. **“Organization”** means a school, district, league, conference, club, facility, college, junior college, community college, university, professional sports organization, organization or entity that is providing the Event for which Digital Tickets are being offered through the Hudl Ticket Services.
- l. **“Pass”** means a Digital Ticket that allows entry into multiple Events, as made available by the Organization.
- m. **“Personal Information”** means information (i) about an identified or identifiable individual including where there is a serious possibility that an individual could be identified through the use of the information alone or in combination with other information, (ii) that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly with a particular individual, household, or device, and (iii) as defined under applicable data privacy law.
- n. **“Platform”** means the technology used to access the Hudl Ticket Services found at [fan.hudl.com](https://fan.hudl.com), or such other websites or technologies offered by Hudl or its affiliates from time to time or as may be designated by Hudl or its affiliates from time to time. Platform shall include the software, all websites, all mobile applications, and any other technological means to access the Hudl Ticket Services.
- o. **“Stripe”** means Stripe, Inc.

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