

# LAVER CUP

## TICKET GENERAL TERMS AND CONDITIONS

**(Applicable to all Tickets – practice, single session and multi session  
whether or not part of a Hospitality Package)**

1. **Ticket Policy.** Each ticket is a revocable license issued by the Laver Cup (“Laver Cup”) allowing access to an assigned seat purchased by you (the “Ticket” or “Tickets”) at a practice event for or session(s) of Laver Cup 2022 (the “Event”) at the Event venue (the “Venue”). **ALL TICKET SALES ARE FINAL – NO REFUNDS/CREDITS – NO RETURNS – NO EXCHANGES – UNDER ANY CIRCUMSTANCE.** Lost, stolen, or damaged Tickets are not the responsibility of the Laver Cup, the Venue or the local promoter and will not be replaced. Tickets will be delivered and made available either online, via mobile application, mailed to the designated mailing or email address, or made available for pick-up at the will-call office, as indicated to you at the time of purchase. The Laver Cup reserves the right to change the Ticket delivery method if needed. The Event may have restricted delivery options, as well as delayed delivery windows at the Laver Cup’s sole discretion. For example, Tickets may not be delivered until 14 days prior to the Event. The Laver Cup is not responsible for failure of delivery or any losses incurred as a result of your failure to provide an accurate mailing or email address. It is your responsibility to check your Tickets as a mistake cannot always be rectified after purchase. Please check your Tickets on receipt carefully and contact the Laver Cup immediately if there is a mistake. No refunds of any amounts paid by you to the Laver Cup will be made under any circumstances unless otherwise provided for herein. The Laver Cup reserves the right to impose a limit upon the number of Tickets you may purchase. You understand that the Event and your use of the Ticket may be subject to capacity restrictions, social distancing, or other safety measures, or relocation and/or re-configuration of ticket seat locations due to Force Majeure Events, production or technical matters or any other reason at any time. The Laver Cup reserves the right, at all times, to change the location of the Ticket to an equivalent or better location with no obligation to provide any refund, credit or other consideration or accommodation. The Laver Cup shall notify you of such changes as soon as reasonably possible. If, for any reason, the Laver Cup is not able to provide you with a Ticket in an equivalent or better location, the Laver Cup reserves the right to cancel the Ticket and will provide you with a refund of no greater than the amount paid for the Ticket; the Laver Cup shall not be liable for any additional costs incurred by you in relation to the Event. The Event schedule of play as well as session dates, number of matches and starting times (and the opening of Venue gates) are subject to change by the Laver Cup in its sole discretion, and no such change shall entitle you to a refund or any other remedy if you cannot attend the Event, if you are delayed entering the Venue, or for any other reason. All Event schedules and starting times are approximate, subject to the Laver Cup’s discretion, and may vary depending on the length of preceding matches (i.e., access to the Venue for the respective session may be delayed if the preceding session runs late). The number of matches on the final day of the Event is dependent on the number of points a team needs to win the Laver Cup as per the Event rules; in the event that only one match is required on the final day of the Event to determine a winner, an exhibition match will be played, with the players participating, the number of players, and the playing format at the Laver Cup’s sole discretion. Tickets cannot be resold or otherwise used in a promotion, offered as a prize or reward in a sweepstakes or otherwise, or used in a travel or hospitality package (e.g., combining tickets with flights and/or accommodations) without permission from the Laver Cup. Notwithstanding the foregoing, the

Laver Cup may offer you the opportunity to transfer your Ticket and/or resell your Ticket through a platform and process designated by the Laver Cup but is not obligated to do so and does not guarantee any such transfer or resale. If the resale option is made available, the Laver Cup has the right to determine the resale price parameters and terms of sale (e.g., fees may be imposed, multi session tickets must be resold as single session tickets, etc.). The Laver Cup may offer you the opportunity to purchase ticket insurance at your own cost through a platform designated by the Laver Cup but is not obligated to do so. The decision to purchase ticket insurance either through the Laver Cup's platform, if applicable, or through a third-party provider not connected with the Event is at your sole cost and discretion. It is unlawful to reproduce Tickets. The Laver Cup reserves the right to revoke any Ticket and cancel all privileges connected therein. **You shall not, in any event, be entitled to any recourse against the Laver Cup in relation to any Tickets purchased for the Event.** You are responsible for your own personal arrangements connected to the Tickets (including, without limitation, travel and accommodation) and such arrangements are entered into by you at your own risk and the Laver Cup shall not be liable for any costs or losses relating to such arrangements suffered by you. You are responsible for all costs or charges involved in accessing the Laver Cup's designated ticket sales platform (the "Ticket Sales Platform"). The Laver Cup assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, or destruction or unauthorized access to any Ticket. The Laver Cup is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, services or providers, computer equipment, software, failure of any email or entry to be received due to technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from using the Ticket Sales Platform. Tickets that are irretrievable or unreadable due to computer system, phone, hardware, software or program malfunction, or other errors in computer transmission or network connection that are human or technical in nature, or Tickets that are unreadable due to mutilation of any kind, will not be accepted for admission.

**2. Laver Cup and Venue Rules of Conduct.** While within the Venue, you shall, at all times, adhere to the policies in place for the Event and the Venue, abide by and respect access limitations, and accept and follow directions provided by the Venue or the Laver Cup staff. You must vacate the Venue at the conclusion of each session as instructed by the Venue or the Laver Cup staff (even if you have both a day and night session ticket) unless the Laver Cup communicates to you otherwise in advance of the Event. No re-entry into the Venue is permitted during a session unless the Laver Cup communicates to you otherwise in advance of the Event. You shall not engage in any activity at the Event that creates a commercial association between a third party and the Laver Cup, including without limitation, using, wearing, distributing or selling any promotional or commercial item at the Event or promoting or drawing attention to any business, cause or concern at the Event, in each case without permission from the Laver Cup. All such items are subject to removal or confiscation by the Laver Cup or any governing authority or, at the entrance of and within the Venue, and any person engaging in such activities is subject to ejection from the Venue. By way of illustration only, you may not wear in the Venue any clothing or materials which prominently features the name and/or logo and/or any other trademark of any third party and which is intended to be worn as part of a group wearing the same or similar clothing in a way which the Laver Cup may regard as the conduct of a promotional, advertising or commercial activity. For security purposes, you consent to the reasonable inspection of your person and property before entering the Venue, which may include metal detection, and you waive all claims against the Laver Cup arising out of such inspection. No standalone photo or video cameras (outside of mobile devices), coolers, ladders, signs, firearms, explosive devices, etc. will

be permitted onto the Venue. Mobile devices are permitted to the extent they are on silent and used in accordance with this license and the Mobile Device Policy posted at [www.lavercup.com](http://www.lavercup.com). No alcoholic beverages may be brought onto or taken from the Venue. Any misconduct, illegal activity, intoxication, use of illegal substance, breaches of etiquette, disruptive behavior, heckling, or violation of any rule or instruction of the Venue or Event representatives or violation of this license is prohibited and shall be grounds for forfeiture of your Ticket and for your removal from the Venue premises. This includes if you sit in a seat or access any area within the Venue other than that shown on your Ticket. You shall not seek autographs of players or captains/assistant captains in order to sell such autographs, and you shall not pay another person to obtain an autograph for you. No signage, decoration, or other physical assets owned by the Laver Cup may be removed from the Venue, whether to sell or hold, and anyone doing so will be prosecuted to the fullest extent of the law.

**3. Recording of You and by You.** You authorize the Laver Cup and its affiliates and licensees to use your image, likeness, voice, actions and statements (and that of any minor you accompany) captured or made at the Event in any live or recorded telecast, transmission, reproduction, recording or photograph of the Event in any and all media now known or hereafter developed (in whole or in part) and for advertising, marketing, promotional, analytics and internal purposes, without payment of any compensation to you. You may only capture any account, description, video, audio, photographs, scoring-related data or statistic (“Content”) of, from or at the Event on any day of the Event throughout the Event site (including, for clarity, competition areas on competition days), consistent with all posted rules and instructions of the Venue and/or the Laver Cup staff. However, you may not capture, transmit, distribute, or otherwise use Content for any purpose other than personal, non-commercial purposes (e.g., for your personal social media accounts), and you may not distribute such Content on a live or near-live basis (no live streaming) or use such Content to create a real-time account of the Event. Further, you shall not use or authorize others to use any such Content for any commercial or promotional purpose, or for or in connection with a media outlet (directly or indirectly) unless you and the media outlet have received an official media credential for the Event from the Laver Cup. You shall not collect, transmit, distribute, publish or sell Content (including any scoring, statistical, competition or other data at or from the Event) for purposes of any betting or gambling-related activity. The Laver Cup is the sole owner of, and you hereby assign to the Laver Cup, all right, title and interest in and to all Content, including all copyrights and rights to use all Content (including rights to use your social media posts incorporating the Content), subject to your permission from the Laver Cup to capture and distribute certain Content on the limited terms set forth in this license. Upon reasonable request by the Laver Cup, at the Laver Cup’s cost and expense, you will sign any documents necessary to effect Laver Cup’s ownership and use of all Content.

**4. Assumption of Risk.** By entering the Venue using the Ticket, you acknowledge and agree to the following for yourself and on behalf of any accompanying minor (who shall also be deemed to be “you” for purposes of the following): **To the fullest extent permitted by applicable law, you, (and you and on behalf of any minors using a Ticket bought by you) accepts all risks and dangers which it may face or endure while attending the Event or participating in any Event activity, including without limitation any and all claims and damages of any kind or character, including injury, death or damage to property, that arise out of or relate in any way to (i) your exposure to COVID-19 or any other communicable disease; (ii) your entry into, or presence within or around, the Event at the Venue (including all risks related thereto, and including without limitation in parking areas or entry gates) or compliance with any protocols at the Event; (iii) any interaction between you and any personnel of the Laver Cup, the Venue, television broadcasters, sponsors, vendors and their respective**

affiliates, employees and agents, all volunteers, participating players and captains/assistant captains and governing authorities (collectively, the “Released Parties”) at the Event; (iv) any act or omission on the part of any of the Released Parties in connection with monitoring or policing protocols applicable to the Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. To the fullest extent permitted by applicable law, you, (and you and on behalf of any minors using a Ticket bought by you) hereby release, waive and covenant not to sue based on any such claims against the Released Parties relating to such risks and dangers. You (in your own name and on behalf of any minors using a Ticket bought by you) accepts that there are risks to its personal safety or property loss on the way to or from and outside of or within the Venue and the other sites. Nothing in this paragraph is intended to require you or a guest to accept risks or dangers from, or waive rights to damages arising from, the gross negligence or willful misconduct of the Laver Cup. The Laver Cup and each of the respective entities referred to as the “governing authorities” have independent roles and responsibilities in connection with the Event. Neither the Laver Cup nor any governing authority should be held responsible for the activities or omissions of another governing authority or the Laver Cup. The Laver Cup and each governing authority is responsible for its own acts and omissions. Use of any parking site provided for Event attendees is entirely at the risk of the vehicle driver and/or owner. Please take appropriate security precautions and lock your vehicle.

5. **Force Majeure; Change in Circumstances.** The Laver Cup shall not be liable to you for any failure to fulfill or honor any Ticket as a result of any delay, cancellation, abandonment and/or interruption, relocation or postponement of the Event (whether in whole or in part) whether due to a Force Majeure Event or not or due to any production or technical matters. “Force Majeure Event” shall mean a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, epidemic or pandemic, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, period of national mourning, death of the monarchs or royalty or elected officials or consorts of any of them of the host jurisdiction for the Event or any other similar or related event which is beyond the control of the Laver Cup or any governing authority. Furthermore, you acknowledge that players may withdraw or decide not to play in the Event for a variety of reasons and that the failure of any player to play or continue to play in the Event shall not be considered a breach by the Laver Cup and shall not entitle you to any reduction, rebate or refund of or credit against any consideration rendered hereunder. The appearance of any specific player, captain or assistant captain is not guaranteed and is subject to change without notice.

6. **Limitations.** To the extent permitted by applicable law, the Laver Cup shall not be liable to you for any indirect or consequential loss (including, without limitation, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill or loss of reputation) arising out of or in connection with the performance or fulfillment of the Ticket and the maximum liability of the Laver Cup to you in contract or otherwise under or in connection with the Ticket shall not exceed the total price paid for the Ticket.

7. **Indemnification.** You are responsible for the use of the Ticket. To the fullest extent permitted by applicable law, you indemnify and hold harmless the Laver Cup, the local promoter and the governing authorities from and against any and all claims, damages and liabilities suffered and/or incurred in connection with, arising out of or resulting from:

- (i) Your misuse of a Ticket; or
- (ii) The misuse of a Ticket by a minor if the Ticket was provided by you; or
- (iii) The misuse of a Ticket by any other third party which has obtained, directly or indirectly, a Ticket through you; or
- (iv) A violation of the ticket general terms and conditions, the Venue rules and/or any other relevant laws or by-laws; or
- (v) Any other harmful conduct in connection with the Ticket.

This means that if you violate any ticket related rules, you must take full financial responsibility and pay for any damage, including legal costs, that the Laver Cup, the local promoter and/or governing authorities may incur in managing or resolving the problems caused by the violation.

8. **COVID-19 Pandemic.** The World Health Organization (WHO) on March 11, 2020, declared the novel coronavirus (COVID-19) outbreak a global pandemic (the “Pandemic”). The safety and health of Laver Cup attendees, participants, vendors, staff and guests is of paramount importance to the Laver Cup. The Laver Cup wants you to enjoy a world class tennis experience while following protocols and safety measures designed with the safety and health of all involved as a paramount concern. Accordingly, the Laver Cup and the Venue will employ health and safety protocols designed to provide a safe environment that aligns with expert recommendation from the Centers for Disease Control and Prevention (CDC), the WHO and applicable local mandates. You will be required to strictly comply with all such protocols put in place at the Venue and for the Event which may change at any time. If you do not comply, the Laver Cup may refuse you entry into the Venue or eject you from the Venue with no right to any refund, credit or other consideration or accommodation.

Similarly, the existence of COVID-19 or any variant, or any other disease known or unknown at the time of purchase (collectively the “Virus”), or any fact or circumstance relating thereto will not entitle you to any refund, credit or accommodation. Such facts and circumstances include, but are not limited to, the Virus directly or indirectly limits travel, any government mandate that affects your ability to attend the Event, you contracting the Virus, any member of your family or your guests contracting the Virus, you or your guests being vulnerable to the Virus, your work not allowing you to travel, your experiencing a change in financial condition as a result of the Virus, or you not wanting to comply with any requirement of entry.

**COVID-19 WARNING:**

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By attending the Event, you and your guests assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the Event, however caused or contracted, including but not limited to exposure to carriers of the virus who do not have symptoms of COVID-19 or such other communicable disease, as applicable, and/or you or your guests transmitting the COVID-19 virus or other communicable disease to others during or after the Event, and voluntarily waive all claims and potential claims against the Released Parties relating to such risks.

**IT IS ACKNOWLEDGED AND AGREED THAT THE RELEASED PARTIES ARE USING COMMERCIALY REASONABLE EFFORTS TO ENSURE AND ENFORCE COMPLIANCE WITH APPLICABLE WHO AND CDC GUIDELINES AND APPLICABLE NATIONAL, PROVINCIAL, REGIONAL, STATE AND LOCAL LAWS FOR PROTECTION AGAINST COVID-19 (“COVID-19 BEST PRACTICES”), HOWEVER, NOTWITHSTANDING, YOU AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY FAILURE OF THE RELEASED PARTIES TO ENSURE OR ENFORCE ANY COVID-19 BEST PRACTICES.**

9. **General.** Certain provisions of the Ticket General Terms and Conditions may be restated in a condensed format so that they may be printed, respectively, within the confined space allocated on the Ticket. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket General Terms and Conditions as located on the Ticket or elsewhere, the full terms of the Ticket General Terms and Conditions will apply and will prevail over the condensed provisions. The terms and conditions contained in these Ticket General Terms and Conditions shall, in any case, prevail over any other terms that you may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by the Laver Cup. In the event of a conflict between the Ticket Sales Platform terms and conditions, on the one hand, and these Ticket General Terms and Conditions on the other, these Ticket General Terms and Conditions will apply.