

## 2024 Player Practice Fan Week Event Ticket Terms

- 1. PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN AN ASSUMPTION OF RISK AND A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH HOLDER GIVES UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET.**
2. This ticket is a revocable license that only grants a one-time entry into the President's Box at the USTA Billie Jean King National Tennis Center ("Facility") to view player practice on the date specified on Holder's (as defined below) ticket during the 2024 Fan Week (the "Event"). No person, regardless of age, may enter the Event without a ticket. Admission may be refused or revoked, or ticket holder ejected, in the sole discretion of the United States Tennis Association Incorporated ("USTA") or the USTA National Tennis Center Incorporated ("NTC") (collectively, "Management"). The ticket holder and/or purchaser ("Holder"), any individual seeking entry pursuant to or using tickets issued to or used by Holder (including, without limitation, any accompanying minors) and all other persons acting or purporting to act on Holder's behalf agrees that such ticket license is subject to these terms (the "Terms") and by purchase, acceptance and/or use of such ticket, Holder is deemed to have read these Terms, understood them and agreed to be bound by them. Holder represents and warrants that each person who enters the Facility or any surrounding areas (including, without limitation, parking areas, entry gates and adjacent outdoor areas), using tickets issued or provided to Holder has authorized Holder to act on their behalf for purposes of agreeing to these Terms. Breach of and/or failure to comply with any of these Terms or any other rules, terms and conditions applicable to attendees at the Event or the Facility or any surrounding areas (including, without limitation, parking areas, entry gates and adjacent outdoor areas), which may be amended from time-to-time, including, without limitation, the current Facility/Event Policies and Procedures found at <https://www.usopen.org/facilityandeventprocedures>, shall result in forfeiture of this license and all rights arising hereunder without refund and shall entitle the Management to pursue all legal remedies available.
- 3. ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN.** TICKETS MUST BE PURCHASED IN PAIRS. THIS TICKET IS NOT FOR RESALE. Stated ticket price on this ticket includes all applicable taxes. Complimentary tickets and tickets received through Fevo Ticket Transfer shall not be entitled to an exchange or refund if the Event is cancelled for any reason. For tickets purchased directly through Fevo, NO REFUNDS WILL BE MADE IF THE EVENT IS CANCELLED OR RESCHEDULED FOR ANY REASON IF THE HOLDER SHALL HAVE THE RIGHT, WITHIN TWELVE (12) MONTHS OF THE DATE OF THE

SCHEDULED EVENT, TO ATTEND A RESCHEDULED PRESENTATION OF THE EVENT OR TO EXCHANGE THIS TICKET FOR A TICKET COMPARABLE IN PRICE AND LOCATION TO ANOTHER SIMILAR EVENT. THE SOLE AND EXCLUSIVE REMEDY if (1) admission is refused or revoked without cause, or (2) if Facility capacity limitations or the Event being held without fans results in the cancellation of Holder's ticket(s) is a refund of the balance of the face value of this ticket as determined by Management in its sole discretion (the "Face Value") to the initial ticket purchaser of record with Fevo. No refund or remedy will be provided if Holder is ejected from or refused entry to Facility. Further, Management's liability for breach of any term of this ticket shall not exceed the Face Value. **IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET.**

4. This ticket only permits the Holder the right to: (i) enter the Facility for the Event identified on this ticket; and (ii) sit in the specific seat location for the Event identified on this ticket, unless this ticket is identified as "General Admission" ("General Admission Tickets"). While some General Admission Tickets may specify a general location and/or section in which seating is available to the Holder (i.e. Upper Bowl or Lower Bowl), for General Admission Tickets, there is no assigned or reserved seating, therefore, seat selection is on a first come, first-served basis. Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. Management will not be obligated to admit Holder unless a valid ticket is presented.
  
5. Holder agrees to comply with all Facility and Event procedures, policies, protocols and mitigation measures, including, without limitation, security and guest conduct, health and safety, and applicable bag policies, as determined by Management from time to time (current Facility/Event Policies and Procedures can be found at [www.usopen.org/facilityandeventprocedures](http://www.usopen.org/facilityandeventprocedures)). Without limitation of the foregoing, Holder agrees to comply with all Facility and Event health and safety protocols regarding any communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof ("Communicable Disease"). Any applicable health and safety protocols will be communicated prior to and/or during the Event if necessitated (and such protocols will remain subject to change). Management and its designees have the right to deny admission to or eject any person who Management or such designees determine, in their sole discretion, poses a risk to the health or safety of others and/or whose conduct violates these Terms, Facility and Event procedures, policies, protocols and mitigation measures (including, without limitation, the Facility/Event Policies and Procedures) or is otherwise disorderly (or complicit in such conduct) without refund.

6. Tickets to Event are not eligible for direct or indirect sale, resale, or auction (collectively, "Resale"), including but not limited to resale via any secondary outlet. Without limitation of the foregoing, New York law provides that unlawful resale can be punishable by fine and/or imprisonment. Under New York law, US Open tickets may not be resold within one thousand five hundred feet from the physical structure of the Facility under penalty of law. This applies REGARDLESS OF RESALE PRICE. Any Resale of Event tickets constitutes a material breach of these Terms.
  
7. Limit of one bag per person (no larger than 12 in. x 12 in. x 16 in.). Certain items are prohibited and may not be brought onto the premises. For a list of prohibited items, visit <https://www.usopen.org/facilityandeventprocedures>. Management retains the right, in its sole discretion, to prohibit entry onto the premises of any items (whether or not specified on the prohibited items list) it deems inappropriate or dangerous. Holder and Holder's belongings may be searched or assessed prior to or upon entry into the Facility or at any other time while at the Facility. Prohibited items may be confiscated and/or Holder may be denied admission or have his/her admission revoked at any time at the sole discretion of Management. Holder consents to such searches and assessments and waives all claims related to them. If Holder does not consent to such searches and assessments, Holder will be denied entry into the Facility without refund.
  
8. Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or license/sell (or aid in such activity), in any media now or hereafter existing: (i) any form, description or account (whether text, data or visual) and including, without limitation, point-by-point data of the Event or related events (collectively, the "Descriptive Data") for any commercial (including, without limitation, betting or gambling) or non-personal purpose; (ii) any pictures, photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events (the "Works") for any commercial (including, without limitation, betting or gambling) or non-personal purpose; or (iii) livestreams of any portion of the Event or related events (the "Livestreams"). Notwithstanding the foregoing, Holder agrees that by using this ticket for entry into the Facility, Holder shall be deemed to have signed this ticket and grants Management an exclusive, worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works the Livestreams, and, to the extent permitted by law, the Descriptive Data.
  
9. This ticket may not be used for, or in connection with, any form of commercial or trade purposes including, but not limited to, any advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written

consent of the USTA. Use of this ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund.

10. Holder grants irrevocable permission to Management (and its designees and agents) to use, publish and/or distribute Holder's image, likeness, actions, voice and statements in any live or recorded audio, video, film or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event or any surrounding activities in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. In addition, Holder grants to Management permission to collect, use, share and store certain Holder facial and other biometric information as permitted by law, including for security purposes.
11. Be advised that Management reserves the right to take appropriate action against individuals who fraudulently obtain tickets for wheelchair accessible and/or companion seats, including ejection and legal action.
12. **ASSUMPTION OF RISK. HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS incidental to, arising from or relating in any way to attending the Event, whether occurring prior to, during or subsequent to, the actual occurrence of the Event, including specifically (but not exclusively) the danger of being injured by balls or racquets, the risk of contracting a Communicable Disease, and the risk of lost, stolen or damaged property or personal injury of any kind (including death), whether occurring before, during, or after the Event, however caused and whether by negligence or otherwise, and agrees that the Released Parties (defined below) are not liable for claims and potential claims relating to such risk, hazards and dangers.**
13. **RELEASE, WAIVER AND COVENANT NOT TO SUE.** On behalf of Holder and Holder's Related Persons (defined below), Holder RELEASES, WAIVES, and COVENANTS NOT TO SUE each of the Released Parties (defined below) with respect to any and all claims, including for negligence and/or wrongful death, that Holder or any of Holder's Related Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards and dangers described in the preceding paragraph, including, without limitation, any and all claims and damages of any kind or character that arise out of or relate in any way to Holder's or any of Holder's Related Persons' entry into, or presence within or around, the Event at the Facility or any surrounding areas (including , without limitation, parking areas, entry gates and adjacent outdoor areas), in each case whether caused by any action,

inaction or negligence of any Released Party or otherwise. Holder further represents and warrants that Holder's Related Persons have reviewed these Terms and Conditions and separately agreed to them.

As used herein:

- "Related Persons" means Holder's heirs, assigns, executors, administrators, next of kin, Holder's invitees and anyone in Holder's party, or otherwise using Holder's ticket(s), including but not limited to, minors for whom Holder or any other invitee or member of Holder's party or otherwise using Holder's ticket(s) is a parent or guardian (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.
- "Released Parties" means: (i) the United States Tennis Association Incorporated, USTA National Tennis Center Incorporated, the City of New York and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, general partners, partners, members, employees, contractors (and all employees of such contractors) and other personnel; (ii) all third parties performing services at the Facility and related Facility grounds (including, without limitation, parking areas and entry gates); (iii) any parents, subsidiaries, affiliated and related companies of each of the entities described in clauses (i)-(ii); and (iv) the officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons described in clauses (i)-(iii), whether past, present or future and whether in their institutional or personal capacities.

**14. DISPUTES, INCLUDING MANDATORY ARBITRATION AND CLASS ACTION WAIVER.** Should any current or future dispute, claim or cause of action related to this ticket or the Event arise between the Holder and Management, a written notice (a "Dispute Notice") must be sent with the following information: (i) name, contact information (address, telephone number, and email address), and account information if applicable; (ii) a description of the nature and basis of the dispute; and (iii) a description of the nature and basis of the relief sought, including a calculation for it. If the Holder has a dispute, they shall send the Dispute Notice to United States Tennis Association Incorporated, 2500 Westchester Avenue, Suite 411, Purchase, New York 10577, Attention: Legal Department. The Holder and Management agree to make a good-faith effort to resolve the dispute for at least 60 days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final and binding arbitration in New York, New York rather than in court.

The arbitration agreement in these Terms and Conditions is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. The

arbitration shall be administered by National Arbitration and Mediation (“NAM”) and heard by a single, neutral arbitrator. The NAM rules shall govern the payment of all arbitration fees. Notwithstanding the foregoing, Management will consider a request to reimburse Holder’s portion of the arbitration fees upon a showing of hardship in its sole discretion and assuming Holder does not qualify for a waiver from NAM. All issues are for the arbitrator to decide **except** the following items (which are for a court of competent jurisdiction to decide): (i) issues that are specifically reserved for a court; (ii) issues related to the scope and enforceability of the arbitration provisions; and (iii) whether a dispute can or must be brought in arbitration. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER AND USTA/NTC AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER AND USTA/NTC WAIVE THE RIGHT TO A JURY TRIAL.** There are also additional procedures for “mass filings,” as set forth in the NAM Rules. To the fullest extent permitted by law, the state and federal courts located in Westchester County, New York shall have exclusive jurisdiction over any disputes between Holder and USTA/NTC (except for disputes brought in small claims court) that are not subject to arbitration. **IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE FACILITY.**

15. These Terms shall be governed by the laws of the State of New York, without regard to such state’s conflict of law provisions, and cannot be modified without the written consent of both parties. These Terms contain the entire understanding and agreement of Management and Holder with respect to the matters provided for herein and shall supersede any representations or agreements previously made or entered into by either Management or Holder (whether oral or written). No amendment, modification or waiver shall be valid or enforceable unless in writing and signed by both parties. Notwithstanding the above, tickets issued pursuant to another agreement with Management (including, without limitation luxury suite license agreement and hospitality agreements) are subject to the terms and conditions contained in such other agreement, and, in the event of a conflict between these Terms, on the one hand, and the terms and conditions of such other agreement, on the other hand, the terms and conditions of such other agreement will apply. Management’s exercise of any decision, determination, grant and/or reservation or right shall be at Management’s sole and absolute discretion.
16. If any provision or part of these terms and conditions is held to be illegal, unenforceable, or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable, and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these Terms shall remain valid and binding.

17. In the event of a conflict between Fevo, Inc.'s terms and conditions, on the one hand, and these Terms, on the other hand, these Terms shall govern.