

2026 Stars of the Open Ticket Terms

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.

1. **Revocable License; Admission.** This ticket is a revocable license that only grants a one-time entry into the USTA Billie Jean King National Tennis Center (“Facility”) for the 2026 Stars of the Open Fan Week event (the “Event”). No person, regardless of age, may enter the Facility 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 and conditions (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 render illegal and unauthorized the Holder’s use of this ticket for any purpose, and shall authorize Management to withdraw the ticket, refuse admission to the Facility or eject the Holder from the Facility, without refund or credit in each case, and subject the Holder to all legal remedies available to Management.
2. **Ticket Sales and Refund Policy.** **ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THIS TICKET IS NOT FOR RESALE.** Stated ticket price on this ticket includes all applicable taxes. Complimentary tickets and tickets received through Ticketmaster Ticket Transfer shall not be entitled to an exchange or refund if the Event is cancelled for any reason. For tickets purchased directly through Ticketmaster, or in person at the Facility Box Office, 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 ANY) 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 Ticketmaster or the Facility Box Office. No refund or remedy will be provided if Holder is ejected from or refused entry to the 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, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THIS TICKET.

3. **Scope of Ticket License.** 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 (e.g., Courtside, Loge, Promenade, Upper Bowl, Lower Bowl, etc.), for General Admission Tickets, there is no assigned or reserved seating, therefore, seat selection is on a first come, first-served basis. Holder shall carry their ticket at all times while at the Facility during the Event. 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.
4. **Policies and Procedures.**
 - a. 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 <https://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 refuse or 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.
 - b. 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 and/or other security checkpoints 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/their 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.
 - c. 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.
5. **Ticket Resale.** Tickets to the Event are not eligible for direct or indirect sale, resale, or auction (collectively, “Resale”) including, but not limited to, resale via Ticketmaster or from any other 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, Event tickets may not be resold within one thousand five hundred feet from the physical structure of the Facility under penalty of law, other than through the Ticketmaster location, a Management-authorized ticket exchange. This applies REGARDLESS OF RESALE PRICE. Any Resale of Event tickets constitutes a material breach of these Terms.

6. **Charitable Sales Promotion.** Eleven Dollars and Eighty-Eight Cents (\$11.88) of the face value of each ticket shall be donated to the USTA Foundation Incorporated (“USTA Foundation”) which is a 501(c)(3), tax-exempt, not-for-profit, charitable and educational organization (total donation from ticket proceeds from the Event not to exceed \$250,000). IRS ID #13-3782331. Donations received do not constitute an endowment of funds and may be expended in their entirety for the stated purpose. A copy of USTA Foundation’s most recent annual report is available by contacting the USTA Foundation at 2500 Westchester Avenue, Purchase, New York 10577 or the New York State Attorney General Charities Bureau at 120 Broadway, 3rd Floor, New York, NY 10271. Consult with your tax advisor regarding all donations. This ticket back shall serve as recognition of the primary ticket purchaser’s charitable donation.

7. **Event Content; Image and Likeness; Intellectual Property.**

- a. **Content Capture.** Holder agrees not to create, collect, 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, match scores, or related statistical data) of the Event or related events (collectively, the “Descriptive Data”) for any commercial (including, without limitation, betting, gambling or prediction markets activity) 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, gambling or prediction markets activity) or non-personal purpose; or (iii) any livestreams or near-live transmission of any portion of the Event or related events (the “Livestreams”). This prohibition applies to all forms of data capture, including, without limitation, the use of mobile devices, video recording equipment, and any automated or AI-assisted collection tools.
- b. **Personal Non-Commercial Use.** Notwithstanding the foregoing, Holder may capture photographs, video, and audio recordings of the Event for personal, private, non-commercial, and non-promotional purposes using personal mobile devices permitted under the Facility/Event Policies and Procedures. Personal non-commercial use shall mean posting non-live Event content on Holder’s personal webpage or personal social media accounts, and sharing such content with friends and family, provided such content is not used to promote, sponsor, endorse, or sell any products or services, is not posted on any media that purports to be affiliated with, associated with, or sponsored by Management or the US Open, and does not include any live or near-live streaming of match play. Management reserves the right, in its sole discretion, to determine whether any use of Event content constitutes a violation of these Terms.
- c. **License Grant to Management.** Subject to Section 7(a), each Holder, by using this ticket to gain entry into the Facility, and by causing this ticket to be scanned upon entry (which act of scanning Holder hereby agrees constitutes Holder’s signature on these Terms), grants to 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, for any purpose without further authorization or compensation; provided, however, that in respect of any Event content used solely by Holder for personal, non-commercial purposes in accordance with Section 7(b), such

license shall be non-exclusive. This license includes all Event content captured or created by Holder at the Event. Holder waives all moral rights and any similar rights under applicable law that Holder may have in the Works, the Livestreams, and the Descriptive Data.

- d. **Image and Likeness Grant.** Holder grants irrevocable permission to Management (and its designees and agents) to use, publish, distribute and/or modify 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 in whole or in part 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. This grant is irrevocable, worldwide, and perpetual. By entering the Facility, Holder, on behalf of Holder and any accompanying minors, unconditionally grants the foregoing rights and waives all claims and potential claims relating to such uses unless prohibited by law.
 - e. **Surveillance; Biometric Information.** In addition to the foregoing, 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 and safety purposes, through closed-circuit television (CCTV), facial recognition and crowd analytics technology, and similar surveillance systems used to maintain security and safety at the US Open.
8. **Ambush Marketing Prohibition.** Without limitation of Section 5 and Section 9, the US Open name, logos, trademarks, trade dress, images and related intellectual property (collectively, the "US Open IP") are the exclusive property of the USTA and its licensors. Holder shall not conduct, and shall not permit or enable any third party to conduct, any activity in or around the Facility that, in Management's opinion, may directly or indirectly imply or create a commercial association between (on the one hand) Holder or any third party and (on the other hand), the USTA, the US Open, the Event (or any part of it), or any official US Open sponsor or partner ("Ambush Marketing"). Ambush Marketing includes, without limitation: marketing, sales, product or sample distribution as well as any promotional or advertising activities of any kind, including wearing, possessing, holding or displaying promotional, commercial, or branded items; distributing unauthorized gifts, premiums, or materials to other attendees; holding an unauthorized event within or around the Facility, whether of a commercial nature, for campaigning purposes, or for any other purpose; and any other activity that exploits or trades on the US Open's goodwill or commercial value without authorization. Any items used in violation of this Section may be confiscated by Management without compensation to Holder, and Holder may be denied entry to or ejected from the Facility without refund or other compensation. Management reserves all legal rights and remedies with respect to Ambush Marketing.
9. **Commercial Use Prohibition.** Without limitation of Section 8, 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, marketing, promotions, contests, sweepstakes, giveaways, gambling, gaming, or prediction market activities, without the express written consent of Management. 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. **Assumption of Risk.** **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.

11. **Release, Waiver, Covenant Not to Sue.** **RELEASE, WAIVER AND COVENANT NOT TO SUE.** On behalf of Holder and Holder's Related Persons (defined below), to the fullest extent permitted by law, 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 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.
12. **Disputes; Mandatory Arbitration and Class Action Waiver.** **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 sixty (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 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 (E.G., MANAGEMENT) 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.**

13. **Governing Law; Entire Agreement.** 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). Management reserves the right to amend, modify or update these Terms at any time by posting the revised Terms at https://www.usopen.org/en_US/tickets/us_open_ticket_terms_and_conditions.html or by providing notice to Holder. Notwithstanding the above, tickets issued pursuant to another agreement with Management (including, without limitation, luxury suite license agreement, club seat 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.
14. **Severability.** If any provision or part of these Terms is held by a court of competent jurisdiction 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.
15. **Ticketing Platform.** These Terms govern Holder’s relationship with Management. Holder’s relationship with the ticketing platform used to purchase, transfer and/or receive any ticket(s) (“Ticketing Platform”) is governed by the terms and conditions of such Ticketing Platform. In the

event of a conflict between the Ticketing Platform's terms and conditions, on the one hand, and these Terms, on the other hand, these Terms shall apply as to Holder's relationship with Management and the Ticketing Platform's terms and conditions will apply as to Holder's relationship with the Ticketing Platform.