

Waste Management Phoenix Open 2022
Birds Nest - Ticket Terms and Conditions

These terms and conditions (the "Terms") apply when you ("Purchaser") purchase from The Thunderbirds any Admission Tickets and related benefits (the "Tickets") to the Birds Nest entertainment venue (the "Venue") in connection with the Waste Management Phoenix Open Golf Tournament (the "Tournament") commencing on February 7, 2022 at the TPC Scottsdale Golf Course located in Scottsdale, Arizona through the website - <https://wmphoenixopen.com> (the "Website") or through The Thunderbirds. The Thunderbirds will only sell Tickets to an event (an "Event") at the Venue on these Terms and Purchaser's acceptance of these Terms is a condition to the purchase of Tickets.

1. Acceptance; Entire Agreement. All purchases of Tickets for an Event at the Venue are governed exclusively by these Terms. These Terms, together with the Order and Email Order Acknowledgement or similar form issued by The Thunderbirds and referencing these Terms (collectively, this "Agreement") constitute the entire agreement between The Thunderbirds and Purchaser pertaining to the Tickets, and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties.

2. Tickets; Payment Terms; Changes related to Health and Safety. The Thunderbirds agree to provide Purchaser with Tickets to the Venue for the particular Event or Events selected by Purchaser in return for payment by Purchaser of the price set forth in the transaction communication with Purchaser. No refunds will be made to Purchaser with the exception of the provisions set forth in Section 5 below. The Thunderbirds reserve the absolute right to cancel this Agreement in the event Purchaser fails to pay any fee in a timely manner and Purchaser shall forfeit any rights to Tickets to an Event pursuant to the License granted pursuant to Section 3 below. If Purchaser fails for any reason (with the exception of excuse of performance for a Force Majeure Event as set forth in Section 5 below) to use the Tickets to an Event at the Venue, no refund of fees shall be made and all fees required pursuant to this Agreement, including any disbursements or expense incurred by The Thunderbirds in connection therewith, shall be retained by The Thunderbirds as liquidated damages and not by way of penalty. The availability of the purchased Tickets to an Event at the Venue may be limited or restricted for use, may be reduced or limited based upon federal and/or state restrictions, orders, regulations, or guidance related to health and safety, including as a result of Covid-19. Purchaser acknowledges that Purchaser may be required to show proof of a Covid-19 vaccine or a negative Covid-19 test prior to entry into the Venue for the Event.

3. License. The purchase of Tickets to an Event at the Venue by the Purchaser and the presentation of Tickets at the Venue for an Event constitutes Purchaser's revocable license to enter the Venue for the Event subject to the terms and conditions set forth in this Agreement (the "License"). The Thunderbirds may revoke this License at any time without additional notification or compensation to Purchaser, including denying Purchaser access to the Event at the Venue.

4. Use of WMPO or Venue Trademarks. Purchaser acknowledges that Purchaser shall not use the Waste Management Phoenix Open or the Venue name or logo, or any other trademark owned by The Thunderbirds for any purpose without the prior written consent of The Thunderbirds.

5. Excuse of Performance (Force Majeure Event). If the Event at the Venue for which Purchaser acquired Tickets is terminated or cancelled prior to commencement of the Event due to a Force Majeure Event, The Thunderbirds shall be excused from performance of this Agreement. A Force Majeure Event shall mean an event beyond the reasonable control of The Thunderbirds, whether foreseeable or unforeseeable, including an act of God, severe weather, war, act or omission of any government authority, including any order, rule, regulation or advisory that impacts, cancels or limits the Event at the Venue, fire, flood, accident or other casualty, strike or threat of strike, civil disorder, act and/or threat of terrorism, curtailment of transportation services or facilities, epidemic, pandemic, quarantine, virus outbreaks, shortages of supplies, power or other infrastructure, or any other event or circumstance not within the control of The Thunderbirds,

whether similar or dissimilar to any of the foregoing, making it illegal, impossible or impracticable to hold, or reschedule the event at the Venue. Purchaser acknowledges that if the current Covid-19 pandemic results in a cancellation of the Event at the Venue for public health and safety, including due to government order or regulation, and the Event is not rescheduled, this shall constitute a Force Majeure Event and the Thunderbirds shall be excused from performance under this Agreement. Purchaser acknowledges that if the Event is rescheduled and if the Tickets are provided to Purchaser by The Thunderbirds, then Purchaser shall be obligated to perform its obligations under this Agreement. In the event that the Event at the Venue is cancelled and not rescheduled based upon a Force Majeure Event, Purchaser shall be entitled to a return of the amount paid for the Tickets.

6. No Warranties. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE THUNDERBIRDS GRANTS THE LICENSE TO ENTER THE VENUE FOR THE EVENT ON AN "AS IS" BASIS AND GRANTS THIS LICENSE TO PURCHASE TICKETS ON AN "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE AVAILABILITY OF TICKETS, THE PURCHASE OF TICKETS, THE EVENT, AND THE VENUE.

7. Purchaser's Conduct. The Thunderbirds maintain a zero-tolerance policy regarding lewd and lascivious behavior or conduct, including but not limited to, disorderly or violent behavior or vulgar or violent language. Purchaser hereby acknowledges and agrees that such lewd and lascivious behavior shall constitute a violation of The Thunderbirds policies and shall correspondingly give The Thunderbirds the right to immediately revoke the Purchaser's License to access the Venue and the Event, and to deny Purchaser any future entry to the Venue and an Event without any legal or financial liability to The Thunderbirds.

8. The Thunderbirds Ownership of Work. Purchaser acknowledges and agrees that (i) upon acceptance of the Terms set forth in this Agreement and purchase of Tickets for an Event at the Venue, and (ii) upon entry to the Venue for the Event, The Thunderbirds or its designee(s), successor(s), or assign(s) shall have the right to use, copy, sell, distribute, record, publish, republish, print, display, publicly perform, transmit, create derivative works or incorporate, translate or otherwise publicly use, for purposes of trade or for any commercial or advertising purpose or any sale, resale or other distribution of visual, audio or audiovisual productions, including broadcast, re-broadcast, photographs, aerial footage, live stream or other reproduction, articles of merchandise or any other medium, whether now existing or hereinafter developed, Purchaser's name, image, portrait, photograph, voice and/or other likeness, without compensation or notification to, or additional consent by Purchaser. Purchaser further acknowledges and agrees that The Thunderbirds or its designee(s), successor(s) or assign(s) shall be the sole and exclusive owner of any such work in connection with the Venue and Event that contains Purchaser's image, voice and/or likeness.

9. Remedies. In the event of any breach of this Agreement by The Thunderbirds, the Purchaser's sole and exclusive remedy shall not exceed the amount paid for the Tickets to the Event. Neither party shall be liable for any incidental or consequential damages resulting from the breach of the other party hereunder. The Thunderbirds will not be responsible for any costs of collection, including legal fees and costs and Purchaser will reimburse The Thunderbirds for any fees paid by The Thunderbirds in connection therewith.

10. Acknowledgements of Covid-19 & Other Risks. Purchaser fully understands that (1) the novel coronavirus commonly known as COVID-19 and any resulting disease is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (2) no health and safety policies, assessments, precautions and/or protocols that will be implemented from time to time at the Venue by local, state and federal governmental agencies; the Thunderbirds, and/or TPC Scottsdale can eliminate the risk of exposure to COVID-19; (3) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to the Center for Disease Control and Prevention (CDC) and other public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, and

(ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Purchaser's family members, and other persons in proximity to Purchaser; and (4) exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection.

11. Waiver/Indemnification. Purchaser waives any and all claims and Purchaser shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") The Thunderbirds and its directors, officers, employees, agents, representatives and affiliates (collectively, "The Thunderbirds Indemnified Parties") from and against all claims, demands, actions, lawsuits, damages, liabilities, losses, settlements, judgements, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arises out of or relates to: (i) any breach or violation of any covenant or other obligation or duty of Purchaser under the Agreement or under applicable law, (ii) any injury or damage occurring in or about the Venue grounds (with the exception of any injury or damage which is directly attributed to the gross negligence or willful or wanton misconduct of The Thunderbirds Indemnified Parties, or (iii) any breach or default on the part of Purchaser in the performance of any covenant to be performed pursuant to this Agreement, or under applicable law, except to the extent caused by the gross negligence or willful or wanton misconduct of any of The Thunderbirds Indemnified Parties.

12. Miscellaneous Provisions. (a) This Agreement contains the entire agreement between the parties and shall be deemed to have been executed under and subject to and constructed in accordance with the laws of the State of Arizona; (b) The terms of this Agreement may not be changed or modified unless agreed to in writing and signed by both parties; (c) This Agreement and any rights herein shall not be assigned, sublicensed, or otherwise transferred (in whole or in part) by Purchaser without the prior written consent of The Thunderbirds and any attempt by Purchaser to assign, sublicense, or other transfer, whether voluntary or by operation of law, shall be void and of no force and effect; (d) If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law; (e) This Agreement shall be deemed to supersede all prior agreements and understandings between the parties in respect to the subject matter addressed in this Agreement; (f) All obligations arising prior to the termination of this Agreement shall survive the termination or expiration of this Agreement, including the provisions of Sections 8, 11 and 12; and (g) The Thunderbirds reserve the right to remove any person who interferes with others at the Venue during the Event and to exercise this authority through its agents or appropriate law enforcement officials.