

## **WM Phoenix Open 2026/Hospitality Terms and Conditions**

These terms and conditions (the “Terms”) apply when you (“Purchaser”) purchase from The Thunderbirds any hospitality package and related benefits (the “Hospitality Package”) at the WM Phoenix Open Golf Tournament (the “Tournament”) commencing on January 31, 2026 (the “Tournament Week”) at the TPC Scottsdale Golf Course located in Scottsdale, Arizona (the “Golf Site”) through the website - <https://wmphoenixopen.com> (the “Website”) or through The Thunderbirds. The Thunderbirds will only sell Hospitality Packages on these Terms and Purchaser’s acceptance of these Terms is a condition to the purchase of a Hospitality Package. These Terms shall not apply to and shall not amend in any manner any separate Sponsorship Agreement or other agreement entered into by The Thunderbirds with a third party related to hospitality or other sponsor benefits set forth in such separate agreement.

1. Acceptance; Entire Agreement. All purchases of a Hospitality Package are governed exclusively by these Terms and the Fan Code of Conduct. These Terms, the Fan Code of Conduct, together with the Order and Email Order Acknowledgement or similar form issued by The Thunderbirds and referencing these Terms (collectively, the “Agreement”) constitute the entire agreement between The Thunderbirds and Purchaser pertaining to the Hospitality Package, and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties.

2. Hospitality Package; Payment Terms; Changes related to Health and Safety. The Thunderbirds agree to provide Purchaser with the Hospitality Package for the Tournament in return for payment, including any deposits, by Purchaser of the amounts set forth in the Agreement. No refunds, including with respect to any deposits, will be made to Purchaser with the exception of the provisions set forth in Section 6 below. Purchaser shall not be entitled to any interest on any deposit paid to The Thunderbirds. The Thunderbirds reserve the absolute right to cancel the Agreement in the event Purchaser fails to pay any fee due in a timely manner and Purchaser shall forfeit any rights to use and occupy the Hospitality Space pursuant to the License granted pursuant to Section 4 below. If Purchaser fails for any reason (with the exception of excuse of performance for a Force Majeure Event as set forth in Section 6 below) to occupy or use the Hospitality Space during the Tournament, no refund of fees shall be made and all fees required pursuant to the 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 Hospitality Package may be limited or restricted for use and the number of daily credentials and general admission tickets, as applicable, may be reduced or limited based upon PGA Tour guidelines or federal and/or state restrictions, orders, regulations, or guidance related to health and safety.

3. Term. The term of the Agreement (“Term”) shall commence as of the date Purchaser is invoiced for the applicable Hospitality Package and shall terminate, unless terminated earlier as provided for herein, as of the conclusion of the Tournament and Purchaser’s right to occupy the Hospitality Space. All payments, including any deposits, made by Purchaser in connection with the purchase of a Hospitality Package shall be non-refundable except as provided in Section 6 dealing with the cancellation of the Tournament due to a Force Majeure Event.

4. Grant of License. In connection with the purchase of the Hospitality Package and payment of the applicable fee, The Thunderbirds hereby grant to Purchaser a temporary and conditional license (the “License”)

for access to the hospitality space (the "Hospitality Space") and the Golf Site applicable to the Hospitality Package purchased by Purchaser at the Golf Site. Purchaser and its guests' right to access to the Hospitality Space and the Golf Site pursuant to the License granted herein shall be during the daily hours of the Tournament Week ("Hours of Occupancy"). If applicable, the Hours of Occupancy shall include access during the time period approved for the Concert in the Coliseum taking place on the Saturday prior to the start of the Tournament Week. Hours of Occupancy are subject to change based upon tee times and TV broadcast times as determined by The Thunderbirds and the PGA Tour for the Tournament, and, if applicable, changes to the time and/or date for the Concert in the Coliseum. Purchaser and its guests will completely vacate the Hospitality Space and the Golf Site by the end of the Hours of Occupancy, including, if applicable, for the Concert in the Coliseum. Purchaser acknowledges that access pursuant to the License to the Hospitality Space and the Golf Site is limited to the Hours of Occupancy. The Thunderbirds shall have the right to assign where the Hospitality Space is located at the Golf Site, as applicable, based upon the Hospitality Package purchased by Purchaser. The Thunderbirds shall have the right to control the use and occupancy of the Hospitality Space and all other portions of the Golf Site at all times. In connection with the Hospitality Space and the License granted to Purchaser, Purchaser agrees to (a) comply with the Tournament's ticket and/or wristband policy for all Purchaser's guests; (b) use the Hospitality Space in a safe and peaceful manner; (c) not to cause any disturbance to interfere with other Hospitality Space or other guests' enjoyment of the Tournament; (d) use the Hospitality Space consistent with the degree of decorum and respectful behavior appropriate for a PGA Tour event; and (e) surrender and/or vacate the Hospitality Space, as applicable, at the end of the Term and leave the Hospitality Space and the furnishings in the same condition in which they existed at the date of the commencement of the term (ordinary wear and tear excepted).

5. Use of WMPO Trademarks. Purchaser acknowledges that Purchaser shall not use the WM Phoenix Open name or logo, or any other trademark owned by The Thunderbirds for any purpose, including on any merchandise or other products, without the prior written consent of The Thunderbirds. If approved by The Thunderbirds, all merchandise or other products for distribution at the Golf Site must be purchased through the WM Phoenix Open Corporate Merchandising Program, managed by the PGA TOUR.

6. Excuse of Performance (Force Majeure Event). If the Tournament (or the Concert in the Coliseum, if applicable) is terminated or cancelled prior to commencement of the Tournament (or the commencement of the Concert in the Coliseum, if applicable) or during the Tournament Week due to a Force Majeure Event, The Thunderbirds shall be excused from performance of the Agreement and the granting of the License for access to the Hospitality Space and the Golf Site. 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 playing of the Tournament, disaster, 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 Tournament (or the Concert in the Coliseum, if applicable) and/or provide the Hospitality Space to Purchaser. Purchaser acknowledges that if the Tournament (or the Concert in the Coliseum, if applicable) is rescheduled and if the Hospitality Space is provided to Purchaser by The Thunderbirds, then Purchaser shall be obligated to perform

its obligations under the Agreement. In the event the Tournament (or the Concert in the Coliseum, if applicable) is cancelled prior to the commencement of the Tournament (or the start of the Concert in the Coliseum) and not rescheduled based upon a Force Majeure Event, Purchaser shall be entitled to a return of the amount paid for the Hospitality Package (or for the Concert in the Coliseum, if applicable) within one hundred twenty (120) days.

7. No Warranties. No representation, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to the Agreement, the Hospitality Package or the Hospitality Space, except as are expressly stated herein. Although the Hospitality Space and the food and beverage services provided to Purchaser pursuant to the Agreement are obtained from sources believed to be reliable, they are provided “as is”, with no warranty, including, but not limited to, a warranty of merchantability or fitness for any particular purpose.

8. Remedies. In the event of any breach of the Agreement by The Thunderbirds, the Purchaser’s sole and exclusive remedy shall not exceed the amount paid for the Hospitality Package. 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.

9. Wavier/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 of any representation or warranty of Purchaser contained in the Agreement, (ii) any breach or violation of any covenant or other obligation or duty of Purchaser under the Agreement or under applicable law, (iii) any injury or damage occurring in or about the Hospitality Space or the Golf Site (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 (iv) any breach or default on the part of Purchaser in the performance of any covenant to be performed pursuant to the 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. Purchaser assumes all risk and liability for the use and the operation of the Hospitality Space and the loss or damage of Purchaser’s personal property arising from any action attributable to Purchaser, its agents, employees, or other persons invited or admitted to the Hospitality Space by Purchaser. Purchaser acknowledges that The Thunderbirds are not responsible for Purchaser’s property or the property of others.

10. Insurance. Purchaser shall, at its own expense, while the Agreement is in effect, maintain a comprehensive general liability insurance policy with one or more carriers of recognized standing with limits of liability of at least \$1,000,000 per occurrence covering all property damage and personal injury arising out of activities related to the Agreement and the License granted herein. Purchaser waives all rights of recovery against The Thunderbirds and its respective officers, directors, employees and agents for all injury to persons or loss or damage to Purchaser, its property, or the property of others, which is insured against or covered by any

insurance benefiting Purchaser or which was required to be so insured or covered as provided in this Section 10.

11. No Resale of Hospitality Package or Tickets; No Assignment. Purchaser represents and warrants that its purchase of a Hospitality Package and the included tickets are solely for use by Purchaser and its guests and are not for resale, transfer, or assignment. Purchaser shall not market, advertise, solicit, accept solicitation, or accept payment for the sale, assignment, use or transfer of all or any portion of the Hospitality Package, including any tickets, without the prior written consent of The Thunderbirds. Violations of this Section 11 may result in loss or forfeiture of the rights to purchase and/or use the Hospitality Package as well as the refusal or revocation of the use of tickets included in such Hospitality Package, and Purchaser shall not be entitled to a return or refund of any of any kind.

12. Banners and Signage. Neither Purchaser nor any guests of Purchaser shall bring on to the Golf Site and display in the Hospitality Space any outside banners or signage without the prior written approval of The Thunderbirds.

13. Media Rights. Purchaser acknowledges and agrees that The Thunderbirds and/or the PGA Tour own all media rights (now existing and to be developed) associated with the Tournament, and all onsite activities and venues associated therewith, and, as such Purchaser agrees not to transmit or facilitate transmission of any account, description, picture, or reproduction of the Tournament, including, without limitation, scoring-related data, without the specific advance written permission of The Thunderbirds. Purchaser further consents to the use by The Thunderbirds or the PGA Tour of photographs, video, or recordings taken during the Tournament, which may include images of Purchaser or its guests, for promotional purposes, provided such use does not misrepresent Purchaser's business or affiliation.

14. Food and Beverage; Alcohol Service. Purchaser acknowledges that all food and beverage services, including the service of alcoholic beverages, within the Hospitality Space shall be provided exclusively by vendors designated and approved by The Thunderbirds. No outside food or beverage shall be brought into the Hospitality Space or onto the Golf Site without the prior written consent of The Thunderbirds.

All alcoholic beverages shall be served and consumed in accordance with applicable Arizona liquor laws. The Thunderbirds and their designated vendors reserve the right to refuse service of alcoholic beverages to any individual who appears intoxicated or is under the legal drinking age, or to limit or suspend alcohol service at any time for health, safety, or compliance reasons.

Purchaser shall ensure that its guests consume alcoholic beverages responsibly and comply with all applicable laws and Tournament policies. Purchaser assumes full responsibility and liability for any injury, damage, or violation of law resulting from the consumption of alcoholic beverages by Purchaser or its guests, and agrees to indemnify and hold harmless The Thunderbirds and their affiliates, officers, directors, agents, and employees from any claims arising therefrom.

15. Good Faith Negotiations and Arbitration.

- (a) Good Faith Negotiation. If a controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement arises between the Purchaser and The Thunderbirds, the parties shall first attempt to resolve such matter

through good faith negotiations.

- (b) Mediation. If the dispute is not resolved within ten (10) business days of initiating good faith negotiations, the parties agree to submit the dispute to non-binding mediation before proceeding to arbitration. The mediation shall be conducted in Maricopa County, Arizona. Each party shall bear its own costs and share equally in the mediator's fees and expenses. If the parties do not resolve the dispute within thirty (30) days of the mediator's appointment, either party may then proceed to binding arbitration as set forth below.
- (c) Arbitration. Any controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of the Agreement, including any claim based on contract, tort, equity or statute and the determination of the interpretation or scope of the parties' agreement to arbitrate, shall only be settled pursuant to final and binding arbitration conducted in Maricopa County, Arizona administered in accordance with the Comprehensive or Streamlined Arbitration Rules and Procedures of J.A.M.S., as applicable, or, if such rules no longer exist, the then existing rules of practice and procedure of J.A.M.S. (both sets of rules are collectively referred to as the "Rules of J.A.M.S."), and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. The parties are not obligated to formally file with or utilize the services of J.A.M.S. The arbitrator shall be a retired local judge or federal judge selected in accordance with the Rules of J.A.M.S. or by agreement of the parties. The arbitrator and not a jury will decide the dispute.
- (d) Discovery. Discovery in any arbitration shall be permitted but it shall be limited to one (1) deposition and the exchange of documents and witness lists, except as the parties may agree otherwise at the time of the dispute.
- (e) Power of Arbitrator. The arbitrator in an arbitration proceeding shall have the power to award damages or grant remedies that would otherwise be available under Arizona law in a Maricopa County Superior Court having jurisdiction of the matter, but shall not have the power to award any other damages or grant any other relief, and shall not have the power to award punitive damages against any party or to vary the provisions of the Terms. The arbitrator shall determine which is the prevailing party and shall include in the award that party's attorney's fees and expenses and the costs and fees of arbitration, including the fees of J.A.M.S., if any.
- (f) Confidentiality. Except as otherwise required by law, the parties agree that the arbitration procedure will be confidential, all conduct, statements, promises, offers, views, and opinions, oral or written, made during the arbitration by any party or a party's agent, employee or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the arbitration will be maintained by the parties and their respective agents, employees and attorneys as confidential at all times.
- (g) Successor to J.A.M.S.. In the event that J.A.M.S. is no longer in existence at the time that arbitration is requested, the dispute shall be submitted to arbitration in accordance with the rules and procedures of the successor to J.A.M.S. or, if there is no such successor, the matter shall be submitted to an organization that consists of members similar to J.A.M.S. or its successor.

16. Miscellaneous Provisions. (a) The 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 the Agreement may not be changed or modified unless agreed to in writing and signed by both parties; (c) The 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 the Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the 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 the Agreement shall be valid and shall be enforced to the fullest extent provided by law; (e) The Agreement shall be deemed to supersede all prior agreements and understandings between the parties in respect to the subject matter addressed in the Agreement; (f) The Thunderbirds reserve the right to terminate the Agreement, effective upon ten (10) days prior written notice to Purchaser if Purchaser shall file in any court pursuant to any statute of either the United States or any state, a petition of bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a substantial portion of Purchaser's property or if Purchaser makes an arrangement for the benefit of creditors, or a petition in bankruptcy is filed against Purchaser; (g) All obligations arising prior to the termination of the Agreement shall survive the termination or expiration of the Agreement, including the provisions of Sections 8 and 10; and (h) The Thunderbirds reserve the right to remove any person who interferes with others at the Tournament and to exercise this authority through its agents or appropriate law enforcement officials.