

<u>2025 – 2026 TICKET PACKAGE POLICIES, TERMS & CONDITIONS</u>

Seating Priorities: Full Season Memberships, Saturday ONLY Plan, 10-Game Plan

Center Ice Bowl Sections: 101 (Row A), 102 (Row A), 103, 203, 104, 204, 105, 205, 106, 206, 107, 109, 110, 111, 112, 113, 116,

117, 217, 118, 218, 119, 219, 120, 220, 121 (Row A), 122 (Row A)

West End Bowl Sections: 207, 208, 209, 210, 211, 212, 213, 214, 216. East End Bowl Sections: 101, 201, 102, 202, 121, 221, 122, and 222.

Tickets: All Erie Otters tickets are equipped with a bar code and will be scanned upon entering the Erie Insurance Arena to verify that they are for the correct game. Ticket holders with incorrectly dated tickets will need to go to the Erie Insurance Arena Box office to get their tickets reprinted. Furthermore, the ticket scanning system will not allow the entry of an adult into the Erie Insurance Arena with a Child's Ticket. Children who have not yet reached their **3**rd **(third) birthday** do not require a ticket for admission into the Erie Insurance Arena. The Erie Insurance Arena and Erie Otters Hockey Club reserve the right to request proof of age at the time of purchase and/or during the presentation of the ticket to enter a game.

Flex-Plan Ticket Exchange Policy: Tickets for all games are subject to availability. Once a ticket is exchanged it cannot be re-exchanged (if scanned in). Unused tickets can be exchanged for any regular season 2025-2026 home game at no cost. **Blackout Dates:** Tickets for the following games are excluded from the exchange policy: Home Opener (Sept. 20), Thanksgiving Eve (Nov. 26) and New Year's Eve (Dec. 31). Unused tickets CANNOT be exchanged to or from the listed blackout dates. Erie Otters Hockey Club reserves the right to add additional blackout dates to the 2025-2026 season.

Additional Ticket Policies: After the conclusion of 2025-2026 season, partial-plan seats will not be held for reservation. You will have first right to upgrade your seats to a full season package before the general public for the 2026-2027 season. Only full season ticket members will have their seat guaranteed.

Postponed Games: There will be no refunds if a game is postponed for any reason. Tickets for the original event will be honored only for an official make-up game scheduled by the Ontario Hockey League.

Miscellaneous Ticket Policies: The Erie Otters in conjunction with the Erie Insurance Arena Box Office adhere to the following policies regarding tickets. No refunds, exchanges, or reprints of lost or stolen tickets. Ticket exchange policies will be announced to season ticket holders should a game get cancelled or postponed.

Payment Requirements: Tickets can be either be paid in full or placed on an interest-free payment plan. Tickets must be paid in full by October 1, 2025. The Erie Otters reserves the right to withhold access to tickets should tickets not be fully paid for.



TICKET TERMS & CONDITIONS

(applies to Full-Season Memberships, Partial Plans, Groups, Single-Game purchases, complimentary tickets and any other ticket product issued by the Erie Otters Hockey Club)

- Definitions: "Club" means the Erie Otters Hockey Club. "Ticket" means any revocable licence, whether
 physical or digital, that permits the holder to attend a designated Erie Otters home game or event.
 "Ticket Holder" means any individual or entity that purchases, receives or uses a Ticket. "Guests" means
 any person attending using a Ticket obtained from the Ticket Holder. "Attendees" means the Ticket
 Holder and all Guests. "Arena" means Erie Insurance Arena.
- 2. **Revocable Licence:** Each Ticket is a limited, revocable licence that the Club may withdraw, suspend or terminate at any time, with or without cause, in its sole discretion. If the Club revokes a Ticket for reasons other than the Ticket Holder's breach of these Terms, the Club's sole liability is a refund of the face value of the affected Ticket(s).

3. Purchase & Payment:

- Tickets may be paid in full or through an interest-free instalment plan approved by the Club.
- All 2025-26 ticket products must be paid in full by October 1, 2025.
- The Club may withhold or deactivate Tickets, deny Arena access and/or cancel the account if any instalment is missed.
- All sales are final except as expressly stated in these Terms or as required by law.

4. Ticket Delivery, Scanning & Admission:

- All Tickets carry a unique barcode and are scanned at entry to confirm the correct game. Tickets dated for a different game must be reprinted at the Arena Box Office before entry.
- The scanning system prevents an adult from entering with a Child Ticket.
- **Children under three (3) years old** do not require a Ticket but must sit on the lap of an accompanying adult.
- The Club and Arena reserve the right to request proof of age at purchase or entry.
- Admission is subject to security screening, bag policy and any health-and-safety measures in force. The Club/Arena may refuse admission or eject an Attendee for breach of these Terms or Arena rules.
- 5. **Risk of Loss & Reprints:** Ticket Holders bear all risk of loss, theft or damage once Tickets are delivered. Lost, stolen or destroyed Tickets are not refundable, exchangeable or replaceable. Incorrectly dated or unreadable Tickets may be reprinted at the Box Office at the Club's discretion.
- 6. **Use, Transfer & Resale:** Tickets may be transferred only through Club-approved channels. Any unauthorised resale, auction or promotional use—including resale above face value outside an authorised platform—may result in cancellation without refund and denial of future purchasing privileges.



7. Exchange & Seat-Change Policies:

- a) Full-Season Members: Unused regular-season Tickets may be exchanged for an equal number of Tickets to another regular-season home game, subject to availability and published deadlines.
- b) Flex-Plan & Other Partial Plans:
 - Unused Tickets may be exchanged **once** for any 2025-26 regular-season home game at no cost, subject to availability.
 - Blackout games: Tickets for the following games are excluded from the exchange policy:
 Home Opener (Sep 20, 2025), Thanksgiving Eve (Nov 26, 2025) and New Year's Eve
 (Dec 31, 2025). Unused tickets CANNOT be exchanged to or from the listed blackout
 dates. The Club may add blackout dates through the season at its sole discretion.
 - An exchanged Ticket cannot be re-exchanged once it has been scanned for entry.
- c) **Single-Game & Group Tickets:** Unused tickets can be exchanged for any regular season 2025-2026 home game at no additional cost.
- d) **Seat-Change Requests (Season Members):** Processed after non-renewed seats are released; Season Members have priority over the general public.
- e) **Seat Priority After Season.** Partial-Plan seats are not held after the 2025-26 season. Partial-Plan holders receive first right to upgrade to a Full-Season package; only Full-Season Members are guaranteed their seat location year-to-year.
- 8. **Schedule Changes, Postponed & Cancelled Games:** Game times, opponents, promotions and seating locations may change without refund or remedy, except as noted below, or as otherwise required by applicable law.
 - **Postponed games** original Tickets are honoured for the rescheduled date; no refunds.
 - Cancelled games not rescheduled the Club will offer either (i) a refund or (ii) a credit toward future Ticket purchases.
- 9. **Ticket Holder Code of Conduct:** The Ticket Holder Code of Conduct (incorporated by reference) governs in-arena behaviour, social-media use and morals/reputational matters. Breach of the Code may result in ejection, suspension or revocation of Tickets and/or termination of the Ticket Holder's account without refund.
- 10. **Image & Likeness Release:** By entering the Arena, Attendees consent to being photographed, filmed or otherwise recorded and to the worldwide use of their likenesses by the Club or OHL for any purpose without compensation.
- 11. **Assumption of Risk:** Attendees voluntarily assume all risks incidental to hockey games and related activities—including flying pucks, sticks, equipment and crowd behaviour—and release the Club, the OHL, AXS Group LLC ("AXS") and the Arena operator and their affiliates from liability except for gross negligence.



- 12. **Limitation of Liability:** To the fullest extent permitted by law, the Club is not liable for (a) indirect, consequential or special damages; (b) loss of profits, revenue, goodwill or data; or (c) any amount exceeding the price paid for the affected Ticket(s).
- 13. **Indemnity:** The Ticket Holder shall indemnify and hold harmless the Club, the OHL, AXS and the Arena operator from any claims, damages or expenses (including reasonable legal fees) arising out of the acts or omissions of the Ticket Holder or Guests, or any breach of these Terms.
- 14. **Intellectual Property:** No Ticket grants any right or licence to use the Club's trademarks, logos, player likenesses or other intellectual property without the Club's prior written consent.
- 15. **Severability:** If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect.
- 16. **No Waiver:** Any failure or delay by the Club to enforce any right does not constitute a waiver of that right. No waiver is effective unless in writing signed by an authorised Club representative.
- 17. **Amendments:** The Club may amend these Terms at any time by posting the updated version at ottershockey.com/terms-and-conditions. Continued possession or use of Tickets after the effective date constitutes acceptance of the revised Terms.
- 18. **Entire Agreement:** These Terms, together with any supplemental policies referenced herein (including the Ticket Holder Code of Conduct), constitute the entire agreement between the Club and the Ticket Holder and supersede all prior or contemporaneous understandings.

