

## 12 GAME PACK TERMS & CONDITIONS

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### TICKET PRODUCT PURCHASE LICENCE

YOUR PURCHASE OF A 12 GAME PACK IS SUBJECT TO (A) THE 12 GAME PACK TERMS & CONDITIONS, SET OUT BELOW, AS WELL AS (B) THE TICKET PRODUCT PURCHASE LICENCE (THE "LICENCE"), ALSO SET OUT BELOW. PLEASE READ CAREFULLY.

#### 12 GAME PACK – TERMS & CONDITIONS

Each "12 Game Pack" purchase entitles you to one (1) Ticket (as defined in the Licence below) for seating in the price category specified on your Ticket Confirmation (as defined in the Licence below) to each of twelve (12) 2017 Regular Season Home Games (as defined in the Licence below) selected in accordance with the following (each, a "Selected Game"). For certainty, the first 2017 Regular Season Home Game and the 2017 Regular Season Home Game scheduled to be played on July 1, 2017 (Canada Day) CANNOT be selected or purchased as part of a 12 Game Pack. At the time of purchase and subject to the foregoing exclusions, you will be presented with four (4) predetermined categories of 2017 Regular Season Home Games (Categories A, B, C, and D) and you will be given the opportunity to select your Selected Games as follows: four (4) of your Selected Games must be within Category A, four (4) must be within Category B, and four (4) must be within Category C or Category D. For certainty, the specific 2017 Regular Season Home Games available for selection by you at the time of your purchase may vary depending on whether seating in your price category is then available for such games. In addition, your specific seat location(s) may vary from one Selected Game to another depending on the seat availability in your price category for each Selected Game. A current list of the 2017 Regular Season Home Game categories is available at [bluejays.com/gamecategories](http://bluejays.com/gamecategories). You must select all twelve (12) specific Selected Games at the time of purchase. The purchase price of your 12 Game Pack depends on a variety of factors, including the game category of each Selected Game, the seating area selected and the date upon which the purchase is completed. Your purchase of one or more 12 Game Packs therefore does not guarantee you any specific pricing for any future 12 Game Pack, whether or not such future 12 Game Pack includes the same Selected Games and/or seating areas. There are no refunds or exchanges available for any Tickets purchased as part of a 12 Game Pack, whether or not the Tickets are used. After your purchase, you will be issued a Ticket Confirmation setting out your specific Selected Games, the game category of each Selected Game, and your specific seat location(s) for each Selected Game. The 12 Game Pack cannot be combined with other ticket offers, discounts or special coupons. For certainty, your right to any Ticket pursuant to your 12 Game Pack purchase pertains only to the 2017 regular season and CANNOT be carried over to any subsequent season or to any Postseason Home Games (as defined in the Licence below).

#### TICKET PRODUCT PURCHASE LICENCE

Rogers Blue Jays Baseball Partnership (the "Club") hereby offers the Licensee (as defined below) a non-renewable, revocable licence (the "Licence") to purchase, have and use those Regular Season Home Game (as defined below) admission tickets as are specified on a Ticket Confirmation (as defined below) (the "Tickets"). For certainty, for the purposes hereof, "Tickets" will include physical admission tickets, digital tickets, any membership or access cards issued to Licensee in addition to or in place of either, as well as any locator slips or other similar documents printed or issued pursuant to any of the foregoing. The Licence must be read in conjunction with any Ticket Confirmation and is offered to Licensee subject to the terms and conditions set forth below, the terms and conditions contained on the back of the Tickets issued to the Licensee and included in any Ticket Confirmation, brochure or other material describing any package of Tickets purchased by Licensee, as well as those additional specific conditions communicated by or on behalf of the Club to Licensee from time to time (collectively, the "Conditions"). THE ACT OF MAKING FULL OR PARTIAL PAYMENT, WHETHER EFFECTED BY THE LICENSEE DIRECTLY OR ON THE LICENSEE'S BEHALF, WILL CONSTITUTE THE LICENSEE'S ACCEPTANCE OF THE LICENCE AND ALL OF THE CONDITIONS. THE LICENSEE IS ABSOLUTELY RESPONSIBLE FOR ANY VIOLATION OF THE LICENCE, INCLUDING THE CONDITIONS, WHETHER COMMITTED BY THE LICENSEE OR ANY PERSON IN POSSESSION OF ANY TICKET(S) ISSUED TO THE LICENSEE. The Licensee should safeguard all Tickets so that the Licence is not violated.

1. **DEFINITIONS.** For the purposes of the Licence:

- (a) "Full Season Tickets Package" is a ticket package consisting of one (1) admission ticket to each of the 81 Regular Season Home Games in the same regular season;
- (b) the "Licensee" is the adult individual or legal business entity to whom the ticket account specified on a Ticket Confirmation (the "Ticket Account") is registered and the Ticket Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licensee in the Club's Ticket Account database;
- (c) the "MLB Entities" means the Office the Commissioner of Baseball, Major League Baseball Properties, Inc., Major League Baseball Enterprises, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, each of the Major League Baseball clubs, and each of their respective past, present and future subsidiaries, affiliates, agents, officers, employees and owners;
- (d) a "Postseason Home Game" means a *Toronto Blue Jays* home game that is played at the Stadium as part of a Postseason Series;
- (e) a "Postseason Series" means any of the following postseason series: (i) Wild Card / American League Division Series, (ii) American League Championship Series, and (iii) World Series;
- (f) "Regular Season Home Game" means a *Toronto Blue Jays* home game that is played at the Stadium as part of the Major League Baseball regular season (excluding any tie-breaker games);
- (g) "RSLP" means Rogers Stadium Limited Partnership;
- (h) "Stadium" means *Rogers Centre*™ stadium in Toronto, Ontario, Canada; and
- (i) "Ticket Confirmation" means the order confirmation form, invoice or any other documentation or communication issued to the Licensee by or on behalf of the Club.

2. By accepting the Licence, the Licensee acknowledges and agrees that it has no (i) right or privilege to renew the Licence and none will be implied, and (ii) reasonable expectation, right or privilege to any tickets to any game not specified on a Ticket Confirmation or any other event held at the Stadium (e.g., concerts, lectures, the All-Star Game, etc.). The purchase and use of other game or event tickets (including tickets to Postseason Home Games, as defined above) will be subject to the terms and conditions as set forth, from time to time, by the MLB Entities, the Club, RSLP or the organizer/promoter of the event, as applicable. Any opportunity granted by the Club to renew the Licence or purchase tickets to any game not specified on a Ticket Confirmation or any other event is a privilege revocable, at any time, in the Club's sole discretion.

3. **POST-SEASON TICKET PURCHASE OPPORTUNITY FOR PURCHASERS OF FULL SEASON TICKETS PACKAGES.** If the Licensee has purchased one or more Full Season Tickets Packages for a particular regular season, and in the same calendar year as that regular season the *Toronto Blue Jays* also play in any Postseason Home Games, then the Club will give the Licensee the opportunity to purchase tickets to one or more of such Postseason Home Games subject to and in accordance with the following:

- (a) the number of tickets available for purchase to any particular Postseason Home Game will be the same as the number of Full Season Tickets Packages purchased by the Licensee in that calendar year, as specified on a Ticket Confirmation. For example, if the Licensee purchased two (2) Full Season Tickets Packages for a particular calendar year, the Licensee would have the opportunity to purchase two (2) tickets for each Postseason Home Game during that same calendar year;
- (b) the Club may impose a time limit on the Licensee's opportunity to purchase tickets to any Postseason Home Games;
- (c) the Club may impose a restriction requiring that Licensees who purchase tickets to Postseason Home Games must purchase tickets to all Postseason Home Games;
- (d) the purchase by the Licensee of any tickets to Postseason Home Games will be at the prices set by the Club; and
- (e) the Licensee is not guaranteed any particular seating location for any tickets to Postseason Home Games.

For certainty, Licensees who have purchased tickets or products other than Full Season Tickets Packages (e.g., purchasers of any "Game Pack" product) are not guaranteed any rights or opportunities to purchase tickets to Postseason Home Games. It will be in the Club's sole discretion whether to offer to such Licensees the right or opportunity to purchase tickets to one or more Postseason Home Games and any such right or opportunity will be subject to the terms and conditions established by the Club at such time.

4. (a) The Ticket Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licensee in the Club's Ticket Account database. In the event that the Ticket Account is registered in the name of a legal business entity, a "contact person" must be identified for the limited purpose of correspondence and contact; provided, however, in no event will the "contact person" be considered the Licensee. Personal information submitted to the Club will be treated by it in accordance with its Privacy Policy, available at [www.bluejays.com/privacy](http://www.bluejays.com/privacy).
- (b) The Licence, the Ticket Account, and/or any benefits or privileges the Licensee may have in connection with the Licence, may not be assigned, sublet or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Licensee to any other person or entity without the express written consent of the Club. Only the Licensee may request

that a Ticket Account be assigned or transferred. For greater certainty, (i) payment for the Ticket Account by anyone other than the Licensee, and receipt thereof by the Club, does not constitute or effectuate an assignment, sublet or transfer of the Licence, and (ii) subject to Section 6, below, the Licensee may give to a third party any of the Tickets issued hereunder and this will not constitute an assignment, sublet or transfer of the Licence.

- (c) To access the Ticket Account online, the Licensee is required to create and use a password. The Licensee is responsible for maintaining the confidentiality of the password and is responsible for all activities (whether by the Licensee or by others) that occur under the Ticket Account. The Licensee agrees to notify the Club immediately of any unauthorized use of the Ticket Account or of the Licensee's password or any other breach of security. The Club will not be liable for any loss or damage arising from the Licensee's failure to protect the Licensee's password or Ticket Account information.
5. All sales are final. The Licensee agrees to pay all amounts specified on a Ticket Confirmation in accordance with the payment option selected, including but not limited to, doing so by the applicable due date(s) as are stipulated. Unpaid amounts after any due date will be subject to a late payment charge of two percent (2%) per month until paid, calculated and compounded monthly (26.82% per year).
6. Any resale of any Ticket(s) in violation of any federal, state, provincial or local law, ordinance, rule or regulation violates the Licence and may result in revocation of the Licence. No Ticket(s) may be used for advertising, promotion (including contests, giveaways and sweepstakes) or any other trade or commercial purposes without the prior written consent of the Club and any such use without the Club's prior written consent violates the Licence. Any fraudulent, deceptive or improper activity by or on behalf of the Licensee, as determined by the Club in its sole discretion, violates the Licence. By way of illustration and not limitation, the act of setting up multiple Ticket Accounts for the purpose of receiving multiple Ticket Account-related benefits is considered deceptive and improper activity.
7. The Club reserves the right to terminate the Licence at any time and, provided the Licence has not been violated, the Club will tender to the Licensee that portion of the purchase price (as set out in the Ticket Confirmation) that has been paid hereunder for Tickets for Regular Season Home Games not yet played at the time of such termination. ANY VIOLATION OF THE LICENCE, INCLUDING THE CONDITIONS, WILL GIVE THE CLUB THE UNRESTRICTED RIGHT TO TAKE SUCH ACTIONS AS IT DEEMS NECESSARY, INCLUDING BUT NOT LIMITED TO THE RIGHT TO REVOKE OR TERMINATE THE LICENCE, SEIZE ANY TICKETS, WITHDRAW ANY TICKET ACCOUNT-RELATED BENEFITS, AND/OR CANCEL THE TICKET ACCOUNT IMMEDIATELY WITHOUT HAVING TO REFUND ANY AMOUNTS PAID IN CONNECTION WITH ANY OF THE TICKET(S) AND WITHOUT AFFECTING THE LICENSEE'S PAYMENT OBLIGATIONS IN RESPECT OF SUCH TICKETS. The Club reserves the right to investigate suspected violations of the Licence and/or the Conditions. The failure of the Licensee or any person in possession of the Ticket(s) to cooperate with any investigation constitutes a violation of the Licence. The Licensee acknowledges that damages may not be an adequate remedy for breach of the Conditions and consents to injunctive or other relief which may be sought to enforce same. The Licensee hereby releases and forever discharges the Club, RSLP, the MLB Entities, Ticketmaster, L.L.C., their past, present and future corporate affiliates, successors, assigns, and each of their respective players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives and independent contractors (collectively, the "Released Entities") with respect to any and all liability arising out of or in connection with any actions taken by one or more Released Entities in connection with a violation of the Licence (e.g., seizing Tickets, cancelling the Ticket Account, etc.), including any liability arising with respect to any person in possession of any Ticket(s) issued to the Licensee, and the Licensee hereby agrees to indemnify, defend and hold harmless each of the Released Entities from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs) and expenses associated therewith (including the payment of reasonable legal fees and disbursements) (collectively, the "Costs") incurred or suffered by any of the Released Entities in connection with any such actions taken by one or more Released Entities, including any and all Costs incurred or suffered in connection with any person in possession of Ticket(s) issued to the Licensee.
8. **WAIVER AND RELEASE OF LIABILITY.** Licensee recognizes that attendance at a Regular Season Home Game is voluntary and may result in personal injury (including death) and/or property damage. The Licensee, by accepting the Licence, by using a Ticket, by attending or observing a Regular Season Home Game, or by attending, observing or participating in any attractions offered in connection with a Regular Season Home Game ("Attractions"), acknowledges and assumes (on behalf of himself/herself and any minor(s) accompanying him/her) all risks and dangers associated with being a spectator before, during, and after a baseball game (including all warm-ups, practices, pre-game, post-game and between-inning activities, promotions and competitions) whether any such risk or danger occurs prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of being injured by thrown bats; bat fragments; thrown or batted balls; thrown, dropped, or launched items; projectiles; persons; animals; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators. The Licensee agrees (on behalf of himself/herself and any minor(s) accompanying him/her) that the Released Entities (as defined above), will not be responsible for any personal injury, property damage, or other loss suffered as a result of (a) participation in, attendance at, and/or observation of any Regular Season Home Games or any Attractions and/or (b) the negligence of any of the Released Entities. The Licensee (on behalf of himself/herself and any minor(s) accompanying him/her) further releases the Released Entities from and against any and all claims which the Licensee and/or any minor(s) accompanying the Licensee has or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast or exhibition of advertisements, promotions, content, programs and/or materials in which recordings or photographs of the Licensee or any minor(s) accompanying the Licensee to a Regular Season Home Game and/or Attraction appear. ANY GUEST WHO IS CONCERNED WITH HIS/HER SEAT LOCATION SHOULD CONTACT ANY CUSTOMER SERVICE REPRESENTATIVE FOR AN ALTERNATE SEAT LOCATION, SUBJECT TO AVAILABILITY. THE LICENSEE, BY ACCEPTING THE LICENCE AND/OR BY ATTENDING A REGULAR SEASON HOME GAME OR ATTRACTION, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED ENTITIES TO THE FULLEST EXTENT PERMITTED BY LAW. IF MINOR(S) IS/ARE ACCOMPANYING THE LICENSEE TO THE REGULAR SEASON HOME GAME OR ATTRACTION, AS APPLICABLE, THE LICENSEE IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF SUCH MINOR(S). IF THE LICENSEE DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANIED MINOR(S), THE LICENSEE MUST NOT ENTER THE STADIUM WITH THE MINOR(S).
9. **ARBITRATION.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE LICENCE, THE CONDITIONS OR ANY OF THE TICKET(S), INCLUDING, BUT NOT LIMITED TO, THE LICENSEE'S ATTENDANCE AT ANY REGULAR SEASON HOME GAME, SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION UNDER THE *ARBITRATIONS ACT* (ONTARIO) BY A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY THE LICENSEE AND THE MLB ENTITIES. THE PLACE OF ARBITRATION SHALL BE TORONTO, ONTARIO, CANADA. EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES. NEITHER THE LICENSEE NOR MLB ENTITIES SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE AS A REPRESENTATIVE MEMBER OF A PUTATIVE CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW. ANY AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
10. **SECURITY POLICY AND STADIUM STANDARDS OF CONDUCT.** By seeking entry to the Stadium, the Licensee consents to security searches and allows the Club and/or RSLP to inspect his or her person (including by way of manual pat-down and/or metal detection) and any bags, clothing, or other articles or belongings, and he/she waives any related claims that the Licensee might have against the Released Entities and agrees that the Released Entities assume no liability for the Licensee's person or property. No alcohol, illegal drugs or other illegal substances, fireworks, chemicals, bottles, cans, weapons, large bags, knapsacks, hard-sided coolers, or briefcases will be permitted into the Stadium. No re-entry into the Stadium will be permitted. **The Licensee accepts all Stadium Rules and Standards of Conduct (the "Standards") posted in or about the Stadium. Advance copies of the Standards may be obtained at Gate 9 or by telephoning (416) 341-1000.** The Licensee agrees not to use language or engage in conduct that is abusive, illegal or objectionable or might otherwise interfere with the applicable Regular Season Home Game and/or related Attraction(s) or with the reasonable enjoyment of others, and shall ensure that any person using any of the Licensee's Tickets complies with the foregoing. Further, the Club and RSLP reserve the right, without refund of any portion of the purchase price of any of the Tickets, to revoke the Licence, cancel any or all of the Tickets and refuse admission or eject any person from the Stadium (a) who appears to be or is intoxicated; (b) whose conduct is deemed by either of the Club or RSLP to be improper, disorderly or unbecoming; or (c) who uses vulgar or abusive language. ENTERING THE PLAYING FIELD, DISRUPTING A REGULAR SEASON HOME GAME AND/OR ATTEMPTING ANY PHYSICAL CONTACT WITH A REGULAR SEASON HOME GAME PARTICIPANT IS A CRIME PUNISHABLE BY FINE AND/OR IMPRISONMENT. VIOLATORS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. The Club reserves the right to change this security policy and/or the Standards upon notice to the Licensee.
11. THE LICENSEE HEREBY AGREES THAT: (A) IT SHALL NOT TRANSMIT OR AID IN TRANSMITTING ANY INFORMATION ABOUT ANY GAME TO WHICH THE TICKETS GRANT ADMISSION, INCLUDING, BUT NOT LIMITED TO, ANY ACCOUNT, DESCRIPTION, PICTURE, VIDEO, AUDIO, REPRODUCTION OR OTHER INFORMATION CONCERNING THE GAME (COLLECTIVELY "GAME INFORMATION") AND SHALL ENSURE THAT ANY PERSON USING ANY OF THE LICENSEE'S TICKETS COMPLIES WITH THE FOREGOING; (B) THE CLUB IS THE EXCLUSIVE OWNER OF ALL COPYRIGHTS AND OTHER PROPRIETARY RIGHTS IN THE GAME AND GAME INFORMATION; AND (C) IT IS GRANTING THE CLUB, THE OPPOSING CLUB AND EACH OF THEIR RESPECTIVE AGENTS AND LICENSEES (ON BEHALF OF HIMSELF/HERSELF AND ANY MINOR(S) ACCOMPANYING HIM/HER) THE UNRESTRICTED RIGHT AND LICENCE TO RECORD THE VOICE, IMAGE AND/OR LIKENESS OF THE LICENSEE, ANY MINOR(S) ACCOMPANYING HIM/HER, AND THE LICENSEE'S REPRESENTATIVES BY ANY MEANS AND TO USE THAT/THOSE RECORDING(S) FOR ANY PURPOSE, COMMERCIAL OR OTHERWISE, WORLDWIDE, IN PERPETUITY, IN THEIR ABSOLUTE DISCRETION AND WITHOUT ANY REQUIREMENT OF FURTHER PERMISSION OR REMUNERATION OF ANY KIND. The rights granted herein to the Club and the other entities described in the foregoing are assignable.
12. Each Ticket covered by the Licence represents a separate non-renewable, revocable licence which only permits the bearer the right to: (a) enter the publicly-accessible areas of the Stadium at times determined by the Club; (b) attend the Regular Season Home Game identified by the Ticket; and (c) sit in the seat location identified by the Ticket. Game times and dates, opponents and

team rosters, including the *Toronto Blue Jays* roster, are subject to change without notice to the Licensee. None of the Club, RSLP or the MLB Entities is responsible for lost, stolen or duplicated Tickets. Each Ticket is good only for the particular Regular Season Home Game identified by the Ticket and no part of the purchase price will be refunded or credited by reason of the failure of Licensee or any other person to use it for such Regular Season Home Game.

13. **LIMITED EXCHANGE POLICY.** The Tickets issued to the Licensee are not subject to any refund and will bear no cash value. In the event that a game to which a Ticket grants admission is not played or does not progress to or beyond a point of play constituting a regulation game under MLB's Official Baseball Rule 7.01 (formerly 4.10) on the specified date (each, a "**Cancelled Game**"), then (i) if the Ticket(s) was/were purchased as part of a Full Season Tickets package, the Ticket(s) for the rescheduled game will be added to the Licensee's Ticket Account, or (ii) if the Ticket(s) was/were *not* purchased as part of a Full Season Tickets package, then the Licensee may only exchange the Ticket(s) for the Cancelled Game for a same-priced ticket for any Regular Season Home Game within the same season as the originally-scheduled game, subject to availability. No part of the purchase price of any Ticket will be refunded or credited by reason of the failure of Licensee or any other person to make use of the benefits described in (i) or (ii), as applicable. For more information, call the Club's ticket office at (416) 341-1234.
14. The Club may change, at any time, any of the Conditions, upon notice to the Licensee. If the Licensee does not accept a change to a Condition, the Licensee's sole remedy is to retain the existing Condition unchanged for the duration of the Licence period, upon notice to the Club within 30 days of the Licensee's receipt of the Club's notice of change of such Condition. The Conditions cannot be changed by the Licensee.
15. The Licence and the Conditions will be governed exclusively by the laws of the Province of Ontario, without giving effect to conflict of laws principles thereof. Subject to Section 9, above, the exclusive venue for any disputes arising out of the Licence, including the Conditions or any Ticket(s) issued to the Licensee will be the courts of the Province of Ontario, located in the City of Toronto. Any written notice should be mailed to: Toronto Blue Jays, Attn: Ticket Manager, Rogers Centre - Ticket Office, One Blue Jays Way, Suite 3200, Toronto, Ontario, M5V 1J1. For additional information on the Ticket Account and other offers related to the *Toronto Blue Jays*, please visit <http://www.bluejays.com/> or call (416) 341-1234.

September 15, 2016